

Panaji, 29th March, 2018 (Chaitra 8, 1940)

SERIES II No. 52

OFFICIAL GAZETTE



GOVERNMENT OF GOA

PUBLISHED BY AUTHORITY

Note:- There are three Extraordinary issues to the Official Gazette, Series II No. 51 dated 22-03-2018 as follows:—

- (1) *Extraordinary dated 22-03-2018 from pages 2291 to 2294 regarding Notifications from Department of Elections.*
- (2) *Extraordinary (No. 2) dated 23-03-2018 from pages 2295 to 2296 regarding Orders from Department of Elections & Department of Urban Development.*
- (3) *Extraordinary (No. 3) dated 26-03-2018 from pages 2297 to 2298 regarding Notification from Department of Finance.*

GOVERNMENT OF GOA

Department of Agriculture

Directorate of Agriculture

Order

No. 2/14/95/Agri(Part)/Vol. II/256

Government is pleased to order the transfer of the following Agriculture Officers/Zonal Agriculture Officers, Group "B" Gazetted of this Department to the offices indicated below against their names.

Sr. No.	Name of the officer	Place of present posting	Place of posting on transfer
1	2	3	4
1.	Shri Naguesh G. Komarpant	Zonal Agriculture Officer, Ponda	As Zonal Agriculture Officer, Dharbandora vice Shri Shivdas Goankar being transferred.
2.	Shri Shivdas Goankar	Zonal Agriculture Officer, Dharbandora	As Farm Superintendent, Government Agriculture Farm, Kalay vice Smt. Janice Flossy Gomes being transferred.
3.	Shri Dattatraya Pandit	On deputation against the post of Water Management Specialist, Water Resources Department, Command Area Development Authority, Gogol, Margao	After curtailing the deputation period as Zonal Agriculture Officer, Ponda in place Shri Naguesh Komarpant being transferred.
4.	Smt. Janice Flossy Gomes	Farm Superintendent, Government Agriculture Farm, Kalay	On deputation to Command Area Development Authority, Gogol, Margao as "Water Management Specialist" in place of Shri Dattatraya Pandit being transferred.

1	2	3	4
5. Shri Shariff Furtado	On deputation against the post of Soil Survey In-charge, Water Resources Department, Command Area Development Authority, Gogol, Margao	On expiry of deputation period w.e.f. 31-03-2018, posted as Farm Superintendent, Codar in place Shri Shrikant Mone, placed under suspension.	
6. Smt. Kameshwari Raikar	Agriculture Officer (North-II), District Agriculture Office, North	On deputation to Water Resources Department, Command Area Development Authority, Gogol, Margao as "Soil Survey In-charge" in place of Shri Shrariff Furtado being transferred.	

The deputation period of Shri Dattatraya Pandit, Agriculture Officer against the post of "Water Management Specialist" at Command Area Development Authority, Gogol, Margao is curtailed w.e.f. 31-03-2018.

Smt. Janice Flossy Gomes, Farm Superintendent, Government Agriculture Farm, Kalay is transferred on deputation against the post of "Water Management Specialist" at Command Area Development Authority, Gogol, Margao.

On expiry of the deputation period of Shri Sharif Furtado, against the post of "Soil Survey Incharge" at Command Area Development Authority, Gogol, Margao w.e.f. 31-03-2018, Shri Furtado is posted as Farm Superintendent, Government Agriculture Farm, Codar and Smt. Kameshwari Raikar, Agriculture Officer (North-II), District Agriculture Office, North is posted on deputation against the post of "Soil Survey Incharge" at Command Area Development Authority, Gogol, Margao in place of Shri Furtado.

The deputation of Smt. Janice Flossy Gomes against the post of Water Management Specialist & Smt. Kameshwari Raikar against the post of Soil Survey Incharge to Water Resources Department, Command Area Development Authority, Gogol, Margao shall initially be for a period of two years from the date of taking charge of the post and shall be governed by standard terms of deputation as contained in O.M. No. 13/4/74-PER dated 12-02-1999 and 11-01-2007 issued by Personnel Department and amended from time to time.

The above Officers shall stand relieved from their respective posts w.e.f. 29-03-2018 (a.n.). They shall hand over the charge to the respective link officer and proceed for joining their new postings w.e.f. 02-04-2018, since 30-03-2018 to 01-04-2018 are holidays.

No joining time will be allowed in case there is no change of residence.

By order and in the name of the Governor of Goa.

Nelson X. Figueiredo, Director & ex officio Joint Secretary (Agriculture).

Tonca-Caranzalem, 20th March, 2018.



Department of Civil Supplies and Consumer Affairs

Order

No. DCS/ENF/DSB-24/2017-18/546

The Government of Goa is pleased to constitute a 'Monitoring Committee' comprising of following Members to assist the State Government as Monitoring Mechanism to supervise the activities of Direct Selling:-

- (i) Director, Civil Supplies and Consumer Affairs — Chairman.

- (ii) Representative of Commercial Taxes — Member.
(iii) Representative of Industries, Trade & Commerce — Member.
(iv) Controller of Legal Metrology — Member.
(v) Director, Food & Drugs Administration — Member.
(vi) Representative of Police Department — Member.
(vii) Representative of Economic Cell — Member.

- (viii) Representative of Registrar of Companies — Member.
- (ix) Asst. Registrar of Co-operative Societies — Member.
- (x) Representative of Securities and Exchange Board of India (SEBI) — Member.
- (xi) Representative of RBI — Member.
- (xii) Co-ordinator GOACAN, NGO — Member.

The above Committee will assist the Department of Civil Supplies and Consumer Affairs to monitor/supervise the activities of Direct Sellers, Direct Selling Entity regarding compliance of the guidelines for Direct Selling.

This issues with the approval of the Government.

By order and in the name of the Governor of Goa.

Mahesh V. Corjuenkar, Director & ex officio Joint Secretary (Civil Supplies & Consumer Affairs).

Panaji, 21st March, 2018.

Order

No. DCS/ENF/DSB-24/2017-18/547

The Ministry of Consumer Affairs, Food & Public Distribution, Department of Consumer Affairs vide Office Memorandum dated 27th June, 2017 had issued an Advisory to the State Government along with Model Guidelines on Direct Selling Entities and had directed the State Government to nominate Nodal Officer to deal with various aspects relating to Direct Selling in the State of Goa.

The Government of Goa is pleased to nominate Shri Franklin Ferrao, Assistant Director of the Department of Civil Supplies and Consumer Affairs as 'Nodal Officer' to deal with various aspects relating to Direct Selling in the State of Goa.

This issues with the approval of the Government.

By order and in the name of the Governor of Goa.

Mahesh V. Corjuenkar, Director & ex officio Joint Secretary (Civil Supplies & Consumer Affairs).

Panaji, 21st March, 2018.

Department of Co-operation

Office of the Registrar of Co-operative Societies & ex officio Joint Secretary

Order

No. 50/3/(28)/ELEC/DDCHS/BOD/RCS/QZ/15/4972

Read: Letter No. 17-80/Elec/ARQZ/DDCHS/2017/832 dated 16-10-2017 received from Asstt. Registrar of Co-op. Societies, Quepem-Zone, Quepem-Goa to fill the three vacant posts of Director of the Datta Digamber Co-op. Housing Society Ltd., Curchorem-Goa.

The Government of Goa is pleased to exempt the Datta Digamber Co-op. Housing Society Ltd., Curchorem-Goa, from the provisions of Section 59(4) of the Goa Co-op. Societies Act, 2001 for the term i.e. 2017 to 2022 by invoking the powers under Section 126A of the Goa Co-op. Societies Act, 2001.

By order and in the name of the Governor of Goa.

Sanjiv M. Gadkar, Registrar & ex officio Addl. Secretary (Co-op. Societies).

Panaji, 21st March, 2018.

Department of Education, Art & Culture

Directorate of Higher Education

Order

No. 8/1/2017-DHE/4242

Read: 1) Order No. 8/1/2017-DHE/3761 dated 15-02-2018.

2) Letter No. 9/19/99-HE/NOC/Teach-Staff/U-21/PF/Dempo/Part-III/4141 dated 08-03-2018.

Shri Krishnakumar Nanu Bandolkar appointed as Assistant Professor in Economics under Directorate of Higher Education and posted in Government College of Arts, Science and Commerce, Sanquelim vide Order read in preamble shall discharge his duties at Government College of Arts, Science and Commerce, Quepem-Goa on working arrangement basis with effect from 02-05-2018 (b.n.) after joining to the said post in Government College of Arts, Science and Commerce, Sanquelim w.e.f. 30-04-2018 (a.n.).

Diwan N. Rane, Under Secretary (Higher Education).

Porvorim, 16th March, 2018.

Directorate of Technical Education
Polytechnic Section

—
Order

No. 26/2/12/2001/DTE/3952

On the recommendations of the Goa Public Service Commission conveyed vide their letter No. COM/II/12/34(1)/2014/1087 dated 26-02-2018, the Government of Goa is pleased to declare the following Group 'A' Gazetted Officers of Government Polytechnic, Curchorem, Goa to have satisfactorily completed their probation period and confirm them in the post with effect from date mentioned in the respective column against their names.

Sr. No.	Name of the incumbent	Designation	Date of confirmation
1.	Smt. Bhumite Shridharth G. Dessai	Lecturer in Computer Engineering	08-07-2015.
2.	Smt. Zindia Kapil Raikar	Lecturer in Electronics Engineering	08-07-2015.
3.	Ms. Siddhi Satish Pai alias Siddhi Ramkrishna Sinai Talwadker	Lecturer in Electrical Engineering	31-07-2015.

By order and in the name of the Governor of Goa.

Vivek B. Kamat, Director & ex officio Additional Secretary (Technical Education).

Porvorim, 21st March, 2018.

◆◆◆
Department of Elections

Goa State Election Commission

—
Order

No. 4/15/EMC/PS/2017-Sec/269

Whereas, Goa State Election Commission vide its Notification No. 4/15/EMC/PS/2017-SEC/255 and Order No. 4/15/EMC/PS/2017-SEC/254 dated 22-03-2018 has notified the schedule for conducting General Elections to Ponda Municipal Council;

And whereas, the Goa State Election Commission in exercise of the powers vested in it under Article 243K and 243ZA of the Constitution of India, read with Sec. 237 of the Goa Panchayat Raj Act, 1994, Sec. 10A of Goa Municipalities Act, 1968 and Sec. 11 of the City of Panaji Corporation Act, 2002; vide Notification No. L.B. Elections/

/2015-SEC/Code of Conduct dated 05-02-2016 has prescribed the Model Code of Conduct for various local bodies elections;

And whereas, the aforesaid Model Code of Conduct is available on the website of the Commission at the following address: sec.goa.gov.in;

Now therefore, keeping in view the above; the Commission in exercise of its powers as aforementioned hereby directs all the Candidates/Political Parties that the said Model Code of Conduct shall be followed scrupulously and further directs that the model code shall remain operative within the jurisdiction of Ponda Municipal Council only. The code shall come into force w.e.f. 6th April, 2018 and shall remain in force till 7th May, 2018 or counting is over.

R. K. Srivastava, IAS (Retd.), Goa State Election Commissioner.

Panaji, 23rd March, 2018.

—
Order

No. 4/15/EMC/PS/2017-Sec/270

Whereas, Goa State Election Commission vide its Notification No. 4/15/EMC/PS/2017-SEC/253 and Order No. 4/15/EMC/PS/2017-SEC/252 dated 22-03-2018 has notified the schedule for conducting General Elections to Sanquelim Municipal Council;

And whereas, the Goa State Election Commission in exercise of the powers vested in it under Article 243K and 243ZA of the Constitution of India, read with Sec. 237 of the Goa Panchayat Raj Act, 1994, Sec. 10A of Goa Municipalities Act, 1968 and Sec. 11 of the City of Panaji Corporation Act, 2002; vide Notification No. L.B. Elections/2015-SEC/Code of Conduct dated 05-02-2016 has prescribed the Model Code of Conduct for various local bodies elections;

And whereas, the aforesaid Model Code of Conduct is available on the website of the Commission at the following address: sec.goa.gov.in;

Now therefore, keeping in view the above; the Commission in exercise of its powers as aforementioned hereby directs all the Candidates/Political Parties that the said Model Code of Conduct shall be followed scrupulously and further directs that the model code shall remain operative within the jurisdiction of Sanquelim Municipal Council only. The code shall come into force w.e.f. 12th April, 2018 and shall remain in force till 7th May, 2018 or counting is over.

R. K. Srivastava, IAS (Retd.), Goa State Election Commissioner.

Panaji, 23rd March, 2018.

Department of General Administration

Corrigendum

No. 2/2/2017-GAD-III

Read: Government Notification No. 2/2/2017-GAD-III/3126 dated 12-10-2017.

The Government of Goa, vide Notification read in preamble has declared "Annual Closing of Accounts by Banks on Sunday, 01st April, 2018 (11 Chaitra, 1940). Now, the Government of Goa is pleased to bring an amendment to the aforesaid Notification by declaring "Annual Closing of Accounts by Banks on Monday, 02nd April, 2018 (12 Chaitra, 1940).

Above holiday is limited for the Banks only.

By order and in the name of the Governor of Goa.

Varsha S. Naik, Under Secretary (GA-I).

Porvorim, 28th March, 2018.

Department of Home

Home—General Division

Order

No. 9/12/2018-HD(G)/886

Whereas, it has been reported by various Newspapers and Electronic Media that the inmates of the Under-trial Block of Central Jail, Colvale have allegedly consumed spiked drink on 13-02-2018, on the occasion of Mahashivratri, that was prepared by one of the inmates, due to which, one Jail Guard by name Shri Kiran Naik and 02 under-trial inmates were hospitalized;

And whereas, the Government is of the view that the enquiry conducted by the Superintendent, Central Jail, Colvale is not upto the mark and failed to bring about the exact cause of spiking of milk which has threatened the lives of the inmates;

And whereas, the said incident has brought to light a blatant breach of security cordon and lapses on the part of both the Jail Officials and the Indian Reserve Battalion Force who have been posted for frisking and security purpose;

And whereas, the Government is of the view that clear facts on the incident are to be brought out and fix responsibility for the said incident and therefore the matter needs to be inquired impartially. The Government therefore deems it fit and proper to order magisterial inquiry into the matter;

Now therefore, Government hereby appoints the Additional Collector-I (North) as Inquiry Officer to conduct magisterial inquiry into the above matter, on the following terms of reference:

1. How and who has supplied milk, tablets and other substance that have been used by the said under-trial prisoner to prepare the spiked drink?
2. Whether there was any food poisoning?
3. Whether there was any foul play?
4. Whether there was any defect in the infrastructure which led to the incident?
5. Whether there was negligence on the part of the Jail Officials or the Indian Reserve Battalion Personnel?
6. Whether any of the Jail Officials or the Indian Reserve Battalion Personnel are responsible for the said incident?
7. Suggestions and recommendation to prevent recurrence of such incident in future.
8. Any other issues that may arise during the course of enquiry.

The inquiry report shall be submitted within a period of 30 days from the date of issue of this Order.

By order and in the name of the Governor of Goa.

Neetal P. Amonkar, Under Secretary (Home).

Porvorim, 20th March, 2018.

Notification

No. 1/12/2015-HD(G)/784

In exercise of the powers conferred by Clause (s) of Section 2 of the Code of Criminal Procedure, 1973 (Central Act 2 of 1974) and in partial modification of the Government Notification No. HD-G-44-415/77 dated 19-11-1977, published in the Official Gazette, Series II No. 34 dated 24th November, 1977, the Government of Goa hereby declares the place mentioned in Column (2) of the Schedule hereto to be Police Station with jurisdiction over the areas mentioned in the corresponding entries in Column (3) of the said Schedule.

SCHEDULE

Sl. No.	Place	Jurisdiction
1	2	3
1. Porvorim Police Station		1. Alto Betim. 2. Ramnagar. 3. Patrakar Colony. 4. Pundalik Nagar. 5. Housing Board Colony. 6. Police Quarters. 7. Customs Colony. 8. Torda Betim. 9. Alto Porvorim. 10. Ambirna Soccur.

1	2	3
		11. Porvorim Bazar.
		12. Aradi Soccur.
		13. Salvador do Mundo.
		14. Paithan.
		15. Britona.
		16. Penha de France.
		17. Pomburpa.
		18. Ekoshi.
		19. Betim (OP).
		20. Verem.
		21. Reis Magos.
		22. Nerul.
		23. Pilerne.
		24. Malim.
		25. Vaddem Soccur.
		26. Karem Soccur.
		27. Virlosa.
		28. Socorro.

This Notification shall come into force with immediate effect.

By order and in the name of the Governor of Goa.

Neetal P. Amonkar, Under Secretary (Home).
Porvorim, 15th March, 2018.

Notification

No. 24/12/2017-HD(G)/802

In exercise of the powers conferred by sub-rule (1A) of Rule 4 of the Scheduled Castes and the Scheduled Tribes (Prevention of Atrocities) Rules, 1995, the Government of Goa hereby specifies the following panel of Public Prosecutors for conducting cases in the Special Courts in the North Goa District and South Goa District, namely:-

North Goa District	South Goa District
1. Smt. Poonam Bharne.	1. Shri Ladislau
2. Smt. Anuradha Talaulikar.	Fernandes.
3. Ms. Clarita Simoes.	2. Shri Bhanudas
	Gaonkar.
	3. Smt. Asha Arsekar.
	4. Shri Subhash
	Dessai.

The aforesaid panel shall remain in force for a period of three years from the date of publication of this Notification in the Official Gazette.

By order and in the name of the Governor of Goa.

Neetal P. Amonkar, Under Secretary (Home).
Porvorim, 15th March, 2018.

Notification

No. 2/3/2002-HD(G)/Part/807

In exercise of the powers conferred by sub-section (1) of Section 20 of Code of Criminal Procedure, 1973 (Central Act 2 of 1974), the Government of Goa hereby appoints Deputy Collector & Sub-Divisional Officer-II at Mapusa to be the Sub-Divisional Magistrate within the respective jurisdiction of the North Goa District with immediate effect.

By order and in the name of the Governor of Goa.

Neetal P. Amonkar, Under Secretary (Home).
Porvorim, 19th March, 2018.

Notification

No. 2/3/2002-HD(G)/Part/808

In exercise of the powers conferred by sub-section (1) of Section 20 of Code of Criminal Procedure, 1973 (Central Act 2 of 1974), the Government of Goa hereby appoints Mamlatdar in Collectorate at North Goa Collectorate, Panaji and Mamlatdar in Collectorate at South Goa Collectorate, Margao to be the Executive Magistrate within their respective jurisdiction with immediate effect.

By order and in the name of the Governor of Goa.

Neetal P. Amonkar, Under Secretary (Home).
Porvorim, 19th March, 2018.

Department of Industries

Order

No. 3/1/2018-IND/144

Sanction of the Government is hereby conveyed to write off the principle, interest and penal interest to the extent of Rs. 36,37,941/- (Rupees thirty six lakhs thirty seven thousand nine hundred and forty one only) in respect of 59 borrowers enclosed in Annexure-I who have received loan from Directorate of Industries, Trade & Commerce (DITC), Panaji-Goa during the period of 1970 to 1995 under the Goa, Daman and Diu State-Aid to Industries Act, 1965.

This issues with the concurrence of Finance (Expenditure) Department, vide their U.O. No. 1400046019 dated 22-01-2018.

By order and in the name of the Governor of Goa.

A. S. Mahatme, Under Secretary (Industries).

Porvorim, 20th March, 2018.

(Annexure-I)

List of Loanees Under State – Aid Act Scheme

Sr. No.	Name of the Party	Amount of Loan disbursed (in Rs.)	Total outstanding recovery including Principal/Interest/ Penal (in Rs.)
1	2	3	4
1.	Shri Pedro D'Costa, M/s Costa Furniture Works, Madel Pequeno, Margao-Goa	15,000	67,168
2.	Shri Hanuman A. Joggi, M/s Hanuman Printers, Warldare, Ponda-Goa	20,000	73,554
3.	Shri Roy D'Souza, M/s Valankini Refregiration, H. No. 82/12, Orda, Candolim, Goa		56,813
4.	Shri Kisharlal Ramnath Karpe, M/s Karpe Engineers & Contractors, Margao-Goa	22,500	78,019
5.	Ramesh P. Shirodkar, Kamaxi Enterprises, Khursawado, Colvale, Bardez-Goa	25,000	91,040
6.	Shri Deepak Dhargalkar, M/s Vaibhav Papads, Curchorem Bhag, Curchorem-Goa	20,000	30,351
7.	M/s Hanuman Saw Mill, Shri Vithal Subha Gaonkar, Duler, Mapusa, Bardez-Goa	10,000	24,107
8.	M/s Goa Soft Drinks, Shri Anacio Sinoes, Carmichem Bhat, Mercedes	15,000	66,344
9.	M/s Gunaji Rohidas Phadte, Taulaulim, Durbhat, Ponda-Goa	8,000	41,237
10.	Shri Joe Goveia, M/s Joe Sand & Co., Aquem, Margao-Goa	10,000	43,057
11.	Shri Rohidas Hari Phadte Gaonkar, M/s Sree Cola, Banastarim	25,000	1,11,929
12.	Shri Ashok Gaonkar, Nagorcem, Cancona	12,000	70,350
13.	Shri Meru Raghoba Shirodkar, Shrirodkar Printers, Margao	25,000	88,295
14.	Time Land, Shri Hosnudin Aga, Ponda	25,000	57,088
15.	Shri Edwin Mendonsa, M/s Mocidade Electricals, Varca-Salcete	24,000	1,03,158
16.	M/s Navelkar Oil Works, Mandrem Dandowada, Pernem-Goa	22,500	71,732
17.	Kum. Shobha Gaonkar, M/s Goa Fancy Bags, H. No. 86, Gaonkarwada, Bicholim-Goa	13,000	44,766
18.	Shri Bhasker Coimparbat, M/s Laxmi Bakery, Tarichi Bhat, Siolim, Bardez-Goa	20,000	55,371
19.	Shri Audhoot Vishnu Parab, M/s Audhoot Metal Works, H. No. 149, Mapusa-Goa	9,500	20,395
20.	Shri Anant Ganapat, M/s Diamond Sweet Mart, Govekar S/o Ganapat A. Govekar, H. No. 156A, Batki, Porvorim-Goa	5,400	20,767
21.	Shri Vithal Subha Gaonkar, M/s Hanuman Saw Mill, Duler, Mapusa-Goa	6,000	27,634
22.	Shri Chandsab Khan, M/s Nishan Tyres, Near Petrol Pump, Betim	25,000	65,744
23.	Shri John Mascarenhas, M/s Larsano Star Coach, Chandor, Salcete	17,000	95,679
24.	Shri Francis Fernandes, M/s Goa Marine, St. Mathias, Piedade Goa	25,000	84,055

1	2	3	4
25.	Shri Balwani R. Vani, M/s Goa Horological Industries, Mapusa-Goa	25,000	30,232
26.	Shri Ashok G. Desai, M/s Mallikarjun Workshop, Nagercem, Canacona-Goa	13,000	55,364
27.	Shri Crescente S. Ferrao, Near Tar Bridge, Mapusa-Goa	25,000	87,846
28.	Shri Dattaram S. Wagle, M/s Marina Paints, Margao	23,000	59,838
29.	Shri Ashok B. Desai, M/s Susheela Engineering Works, Delem, Canacona	25,000	89,571
30.	Shri Jaimo S. Lazaro, M/s Modern Beverages, Margao	20,000	19,571
31.	Shri Patriciano Ceaser Simoes, Carmichem Bhat, Mercedes	10,000	39,623
32.	Shri Deepak S. Pednekar, M/s Shanta Engineering Works, Chicalim	20,000	42,901
33.	Shri Anandi Shanker Karpe, M/s Kapil Manufacturers, Sanquelim, Bicholim-Goa	25,000	98,804
34.	Shri Ramchandra R. Sawant, M/s Carpentaria Sawanta, Panaji-Goa	6,000	14,087
35.	Shri Dyneshwar Pednekar, M/s Akash Grills, behind Cottage Hospital, Chicalim, Vasco	19,000	90,634
36.	Shri Pradeep B. Naik, M/s Shantadurga Ice Cream, Mulagwado, Ponda	10,000	21,170
37.	Shri Shaik Jalal Dawood, M/s New Universal Leather Industries, Margao	10,000	40,888
38.	Shri H. K. Kavlekar, M/s Ganaraj Industries, Near Peoples High School, Panaji-Goa	14,000	36,478
39.	Smt. Bhagwat Kaur, M/s Sunrise Metal Industries, Porvorim	17,800	59,799
40.	Shri Harichandra K. Harmalkar, M/s Harmalkar Workshop, Colvale	7,500	31,288
41.	Shri Kashinath Jaganath Gaonkar, Sanquelim	10,000	1,00,526
42.	Shri Patrick Rodrigues, M/s Kadamba Eng. Works, Colvale, Bardez-Goa	25,000	99,586
43.	Shri Vithu P. Chari, M/s Vithu Furniture Works, Mandrem	19,000	64,376
44.	Shri Anand Deu Pagui, Velwada, Poinguinim	20,000	81,651
45.	M/s National Marine Enterprises, C/o Raghuirlotikar House, Opp. La Paz Hotel, Vasco	25,000	21,746
46.	Shri Raghunath Manjunath Kansar Ind., Bicholim	10,000	32,150
47.	Shri Vithal Subha Gaonkar, M/s Hanuman Saw Mill, Duler, Mapusa-Goa	10,000	24,060
48.	Shri Dattaram R. Goverkar, M/s Chandeshwari Paper Mart, Curti, Ponda	25,000	1,12,125
49.	Shri Suhas R. Pilankar, M/s Suvarna Furniture Factory, Mercedes	12,000	62,935
50.	M/s Naresh Wooden Furniture, Shri Mohan Yeshwant Naik, Nagarwada, Mardol	15,000	95,615
51.	Shri Diogo J. Gomes, M/s Konkan Eng. Works, Margao	10,000	34,212
52.	Shri Shiv Shankar Mayekar, M/s Royal Ice Cream Ice Candy, Anjuna	20,000	1,04,639
53.	Shri Shankar Narayan Morajkar, Panaji	8,400	69,948
54.	Shri Pandurang K. Bhatale, M/s Mauli Packers, Assonara	20,000	1,18,990
55.	M/s Rexton Power Devices, Shri Melath Alvi, 106, Kamat Building, Margao	25,000	94,237
56.	Smt. Bhagwat Kaur, M/s Sunrise Metal Industries, Porvorim	5,200	16,036
57.	Shri Joao Cabral, M/s Silka Industries, Sancoale	25,000	88,263
58.	Smt. Maria Carmo Fatima Vaz, Pure Oil Refining Unit, Mercedes	25,000	55,534
59.	M/s Ganga Readymade Garments, Chimbel	20,000	54,565
Total Rs.		10,14,800	36,37,941

Department of Labour

—
Notification

No. 28/3/2018-LAB/201

The following award passed by the Labour Court-II, at Panaji-Goa on 19-01-2018 in reference No. LC-II/IT/01/14 is hereby published as required by Section 17 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947).

By order and in the name of the Governor of Goa.

A. S. Mahatme, Under Secretary (Labour).

Porvorim, 20th March, 2018.

IN THE LABOUR COURT-II
GOVERNMENT OF GOA
AT PANAJI

(Before Shri Suresh N. Narulkar, Hon'ble
Presiding Officer)

Case No. Ref. LC-II/IT/01/14

Shri Narayan R. Pal,
Warchawada, Bordem,
Bicholim-Goa ... Workman/Party I.

V/s

M/s. Bordem Urban Co-op.
Credit Society Ltd.,
Chawata, Bordem,
Bicholim-Goa ... Employer/Party-II.

Workman/Party-I represented by Adv. Shri S. G. Naik.

Employer/Party-II represented by Adv. Mrs. S. Mandrekar.

Panaji, dated: 19-01-2018.

AWARD

1. In exercise of the powers conferred by Clause (d) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947) the Government of Goa, by Order dated 13-02-2014, bearing No. 28/10/2014-Lab/124 referred the following dispute for adjudication by the Industrial Tribunal of Goa. The Hon'ble Presiding Officer, Industrial Tribunal-cum-Labour Court, Panaji-Goa, in turn assigned the present dispute for its adjudication to this Labour Court II, vide her order dated 14-02-2014.

“(1) Whether the action of the management of M/s. Bordem Urban Co.op. Credit Society Limited, Bordem, Goa in terminating the

services of Shri Narayan R. Pal, 'Branch Manager', with effect from 08-10-2003, is legal and justified?

(2) If not, to what relief, the Workman is entitled?”

2. On receipt of the reference, a case was registered under No. LC-II/IT/01/2014 and registered A/D notice was issued to the Parties. In pursuance to the said notice, the Parties put in their appearance. The Workman/Party-I (for short 'Workman'), filed his Statement of Claim on 21-04-2014 at Exb. 5. The facts of the case in brief as pleaded by the Workman are that he was employed by the Employer/Party II (for short, the Employer) as a 'Branch Manager' w.e.f. 11-01-2001. He stated that he was performing the clerical work only. He stated that he was thereafter appointed as a recovery in-charge by the Employer to perform the clerical work only. He stated that he was served with a suspension order on 07-10-2003 for the reason best known to the management of the Employer. He stated that he was also served with a false chargesheet by the Employer and enquiry was conducted against him. He submitted that the enquiry conducted against him by the Employer was unlawful and improper and consequently, the findings given by the Enquiry Officer is illegal and not tenable in law as the chargesheet itself is faulty. He submitted that the dismissal order dated 27-05-2008 issued to him by the Employer is bad-in-law, non-est and illegal as it is based on the illegal and unlawful chargesheet. He submitted that his dismissal from service amounts to victimization caused by the Employer. He submitted that he is a 'workman' as defined u/s. 2 (s) of the I. D. Act, 1947 and is governed by the provisions of Shops and Establishment Act, as applicable to the Employer. He submitted that as he has been dismissed from service illegally, he is entitled to be reinstated with back wages w.e.f. 07-10-2003. He submitted that he has not been paid any subsistence allowance during the period of his suspension. He submitted that he was not performing any work to earn his livelihood since the date of his suspension till date and as such he is entitled for back wages since 07-10-2003 till date. He stated that he has to sustain himself with his family by borrowing money from his family and friends. The Workman therefore prayed that the Employer be directed to reinstate the Workman in service with back wages till date.

3. The Employer resisted the claim of the Workman by filing its written statement on 27-06-2014 at Exb.7. The Employer, as and by way

of its preliminary objections, submitted that the reference is not maintainable as there was no demand on the Employer by the Workman either directly or indirectly in the matter of the present dispute, that neither it is an 'industry' as defined u/s. 2 (k) of the I.D. Act, 1947 nor the Party I is a 'workman' as defined u/s 2 (s) of the said Act and that it is the co-op. society, governed by the Goa Co-op. Societies Act, 2001 and the Goa Co-op. Societies Rules, 2003 and as such this Hon'ble Court does not have jurisdiction to decide the present dispute.

4. The Employer stated that before appointing in its service, the Party I was one of its promoter and has played role in founding the Employer and had involved himself in framing its bye-laws also and as such the Party I was aware of its bye-laws. The Employer stated that besides as a Manager, the Party I was required to follow the bye-laws of the society not only in its administration but also executing its banking transaction i.e. in the matter of sanction and disbursement of loan to the members. The Employer stated that there are several cases where the Party I has sanctioned and disbursed loan without prior sanction and approval of its board of directors so much so that some loans were sanctioned and disbursed by the Party I without having securities tangible and securities or any guarantee. The Employer stated that as its manager the Party I has sanctioned and disbursed loans to various parties. The Employer stated that the Party I has himself appropriated its fund as his personal loan without any tangible security or surety and without prior approval of its board of directors. The Employer stated that during the service period of the party I with them, he would hardly put up the matters in regards to sanction of loans before its board of directors for their consideration and approval before the same were disbursed by the Party I to the borrower. The Employer stated that in view of above mentioned illegalities done by the Party I, he was suspended from service and conducted an enquiry by appointing an Enquiry Officer. The Employer stated that the enquiry was fully contested by the Party I. The Employer stated that the charges levelled against the Party I were proved and as such the Enquiry Officer recommended for the termination of services of the Party I. The Employer submitted that the Party I was served with the suspension order because of the mismanagement of its funds and illegal sanctioning of the loan. The Employer submitted that it has conducted a fair and impartial enquiry. The Employer submitted that in the event the Party I is aggrieved by the said

order, in that event he would have referred an appeal before the Registrar of Nominee as the provisions of the Goa Co-operative Societies Act, 2001 and the Goa Co-operative Societies Rules, 2003, but the Party I has failed to do so. The Employer submitted that without prejudice to its rights, in the event the enquiry conducted by them has been set aside on any of the ground, in that event the Employer be allowed to lead additional evidence to prove its case on merits. The Employer submitted that the Employer denied the overall case as pleaded by the Party I and prayed for dismissal of the present claim of the Workman in limine.

5. Thereafter, the Party I filed his rejoinder on 24-07-2014 at Ex. 10. The Workman, by way of his Re-joinder, confirms and reiterates all the submissions and averments made by him in his claim statement to be true and correct and denies all the statements and averments made by the Employer in the Written Statement which are contrary to the statements and averments made by him.

6. Based on the pleadings filed by the respective Parties in the present proceedings, this Hon'ble Court framed the following issues on 06-08-2014 at Exhibit-10.

1. Whether a free, fair and proper enquiry was conducted against the Workman/Party I?
2. Whether the charges of misconduct leveled against the Workman/Party I vide charge-sheet dated nil have been proved by acceptable evidence?
3. Whether the Party I proves that he is a 'workman' as defined u/s 2 (s) of the I.D. Act, 1947.
4. Whether the Employer/Party II proves that it is not an "Industry" as defined u/s 2 (j) of the I.D. Act, 1947?
5. Whether the Workman/Party I proves that the action of the management in terminating his services w.e.f. 8-10-2003 is illegal and unjustified?
6. Whether the Employer/Party II proves that the present order of reference is not maintainable in view of the reasons mentioned in para 'b' and 'e' of its Written Statement?
7. Whether the Workman is entitled to any relief?
8. What Order? What Award?

7. My answers to the aforesaid issues are as under:

- (a) Issue No. 1 : Does not arise.
- (b) Issue No. 2 : Does not arise.
- (c) Issue No. 3 : In the Negative.
- (d) Issue No. 4 : Does not arise.
- (e) Issue No. 5 : Does not arise.
- (f) Issue No. 6 : In the affirmative.
- (g) Issue No. 7 & 8 : As per final order.

REASONS

I have heard the oral arguments of Ld. Adv. Shri S. G. Naik, appearing for the Party I as well as Adv. Mrs. S. Mandrekar, appearing for the Employer. I have carefully perused the entire records of the present case including the records and proceedings of the inquiry. I have also carefully considered the written submissions made by the Ld. Advocates appearing for the respective parties.

8. *Issue No. 3:* By order dated 18-01-2018, passed in my findings on the preliminary issue Nos. 1, 2 and 3, I have discussed the issue No. 3 and came to the conclusion that the Party I failed to prove that he is a 'workman' within the meaning of section 2 (s) of the I.D. Act, 1947. Hence, it is held that the Party I is not a 'workman' within the meaning of Section 2 (s) of the I.D. Act, 1947. The issue No. 3 is therefore answered in the negative.

9. *Issue Nos. 1 and 2:* By order dated 18-01-2018, passed in my findings on the preliminary issue Nos. 1, 2 and 3, I have discussed and came to the conclusion that as the Party I not a 'workman' within the meaning of Section 2 (s) of the I.D. Act, 1947, the dispute raised by him is not an 'industrial dispute' within the meaning of Section 2 (k) of the I.D. Act, 1947 and as such this Hon'ble Court has no jurisdiction to adjudicate the present reference issued by the Government of Goa. In the circumstances, the issue pertaining to the fairness of the enquiry as well as proving of the charges of the misconducts by acceptable evidence to the satisfaction of this court by the Employer, does not arise. The issue No. 1 and 2 are therefore answered accordingly.

10. *Issue Nos. 4, 5, 6 and 7:* By order dated 18-01-2018, passed in my findings on the preliminary issue Nos. 1, 2 and 3, I have discussed and came to the conclusion that as the Party I not a 'workman' within the meaning of Section 2 (s) of the I.D. Act, 1947, the dispute raised by him is not an 'industrial dispute' within the meaning of Section 2 (k) of the I.D. Act, 1947 and as such this Hon'ble Court has no jurisdiction to adjudicate the present reference issued by the Government of Goa.

In the circumstances, the question of adjudicating the issue Nos. 4, 5 and 6 does not arise. The reference under adjudication is therefore incompetent in nature. The Party I is therefore not entitled to any relief from this court. The issue Nos. 4, 5 and 6 are therefore answered accordingly and issue No. 7 is answered in the negative.

In view of above, I proceed to pass the following order:

ORDER

1. It is held that the Party I failed to prove that he is a 'workman' within the meaning of Section 2 (s) of the I.D. Act, 1947.
2. It is further held that the dispute as to whether the action of the management of M/s. Bordem Urban Co-op. Credit Society Ltd., Bordem, Goa, in terminating the services of Shri Narayan R. Pal, 'Branch Manager' with effect from 08-10-2003, is legal and justified, does not survive.
3. The Party I, Shri Narayan R. Pal, Branch Manager, is not entitled to any relief.
4. No Order as to Cost.

Inform the Government accordingly.

Sd/-
(Suresh N. Narulkar),
Presiding Officer,
Labour Court-II.

Notification

No. 28/3/2018-LAB/200

The following award passed by the Labour Court-II, at Panaji-Goa on 24-01-2018 in reference No. LC-II/C-IT/01/2015 is hereby published as required by Section 17 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947).

By order and in the name of the Governor of Goa.

A. S. Mahatme, Under Secretary (Labour).

Porvorim, 20th March, 2018.

THE LABOUR COURT-II
GOVERNMENT OF GOA
AT PANAJI

(Before Shri Suresh N. Narulkar, Hon'ble
Presiding Officer)

Case No. LC-II/C-IT/01/2015

Shri Prakash G. Naik,
Rep. by the President,
Mandovi Pellets Ltd.
Workers Union (Goa),
C/o Mandovi Pellets,
Shiroda-Goa ... Workman/Party I.

V/s

M/s. Mandovi Pellets,
(A Division of Chowgule and
Company Private Ltd.),
Near Borim Bridge,
Shiroda, Goa ... Employer/Party II.

Workman/Party I represented by Adv. Shri S. Gaonkar.

Employer/Party II represented by Adv. Shri G. K. Sardessai.

Panaji, dated: 24-01-2018.

AWARD

1. This award shall dispose off the complaint filed by the Complainant u/s. 33-A of the I.D. Act, 1947.

2. It is the case of the Workman/Party-I (for short 'Workman'), in brief as pleaded are that he was initially employed with the Employer/Party II (for short, "Employer") as 'Operator' w.e.f. 04-02-1978. He stated that his date of birth is correctly recorded in his birth certificate issued by the Government as 05-11-1959. He stated that his date of birth was wrongly recorded in the Employer's record as 05-11-1957 based on the true copy of the GDD Higher Secondary passing certificate. He stated that when he noticed the aforesaid mistake appearing in his HSC passing certificate, he approached the management of the Higher Secondary College and got it corrected as 05-11-1959 based on his birth certificate.

3. He stated that thereafter he made representation to the Employer, vide his letter dated 28-12-2014 alongwith corrected HSC passing certificate. He stated that however, the Employer refused to correct his date of birth in its record. He stated that he therefore wrote another representation to the Employer, vide his letter dated 22-01-2015. He stated that however, the Employer did not consider his request. He stated that the matter was pending before the Labour Court II under reference No. LC-II/IT/14/2014. He stated that during the pendency of the proceedings, he was refused employment w.e.f. 01-12-2015 under the pretext of retirement. He submitted that after refusal of his employment, he is unemployed. He

submitted that neither the Employer filed any application u/s 33-B nor obtained the permission from this Hon'ble Labour Court II and hence, contravened the section 33 of the I.D. Act, 1947. He submitted that the refusal of employment to him is illegal, unjustified and bad-in-law and therefore he is entitled for reinstatement with continuity in service and full back wages.

5. The Employer filed its written statement on 13-01-2016 at Exb. 3. The Employer, as and by way of preliminary objections, submitted that the retirement of the Workman after completion of specific term in the contract of employment or service regulation is not an alteration in the conditions of service nor is it a discharge or punishment by way of dismissal or otherwise, that there is no violation of section 33 of the I.D. Act and that the complaint filed u/s 33-A is not maintainable.

6. Without prejudice to the above, the Employer stated that the Workman was appointed as 'trainee' w.e.f. 02-02-1978. The Employer stated that after successful completion of training period, the Workman was absorbed as 'Asstt. Operator' w.e.f. 01-01-1980, vide its letter dated 14-03-1980. The Employer stated that the Workman had submitted a true copy of GDD HSC passing certificate alongwith application for employment form dated 04-02-1978, certifying that he has passed HSC examination in October, 1977 and his date of birth is recorded therein as 05-11-1957. The Employer stated that the Workman, while serving in the company, for such a long period of his tenure, never raised any objection nor made any representation to them for change in his date of birth. The Employer stated that it is only now just before his retirement, at the fag end of his career that vide his letters dated 13-03-2014 and dated 20-12-2014, received by them on 15-03-2014 and on 27-12-2014 informed them that he had not submitted his birth certificate at the time of joining and as per the birth certificate, his correct date of birth is 05-11-1959. The Employer stated that the Workman submitted that the date of birth mentioned in his HSC certificate is wrong and was a result of error committed by the college management and that the said date of birth has been subsequently corrected by the management. The Employer stated that Workman was informed vide letter dated 12-01-2015 and dated 05-02-2015 by them that the Certified Standing Orders do not permit correction of his date of birth at this stage as at the time of recruitment, he had submitted documents on the basis of which his date of birth was recorded and as such they are unable to consider his request of

correction of his date of birth and that he will retire from its service w.e.f. 30-11-2015 and he was accordingly retired from service from 30-11-2015.

7. The Employer stated that from 05-04-2012 till date, the plant is not in operation for a single day. The Employer stated that the manpower in the plant has substantially reduced from the time of inception and it has not recruited any employees in its workmen category in vacancies caused as a result of resignation/retirement/death. The Employer submitted that any relief granted would place unfair financial burden on them as it is already under severe financial constraint. The Employer stated that it has already declared as SICK COMPANY as per the provisions of Sick Industrial Companies Act, 1965. The Employer stated that it had petitioned the Government for rehabilitation of SICK COMPANY by way of incentives. The Employer stated that however, its efforts to re-start the plant operations did not succeed. The Employer stated that it had no other option, but to make an application to the Government for closure w.e.f. 08-07-2003. The Employer stated that the services of all the engineers and managerial staff were discontinued w.e.f. May, 2003. The Employer stated that the Government attached its assets for non-payment of dues and it was unable to pay the salaries to its workmen. The Employer stated that in view of Government assurance to extend the incentives to sick company, the plant operation were restarted from May, 2004. However, non-availability of required grade iron ore locally and sluggish demands for pallets in local as well as in overseas market continued. The Employer stated that the last straw was non-availability of iron ore due to mining ban imposed by the State Government of Goa, vide its notification dated 10-09-2012 suspending all mine operations in the State of Goa consequent upon the findings of the Shah Commission Report- followed by the judgment of the Apex Court dated 05-10-2012 banning all mining operations in the State of Goa until further orders. The Employer stated that it was therefore forced to discontinue the plant operation from 12-04-2012. The Employer stated that despite of the best efforts of the management, the plant operations could not be started. The Employer stated that all the activities in the plant have come to stand still and employees are idle. The Employer stated that it is going through the financial crises however, taking into consideration the employees welfare, the dues of the employees have been paid till date. The Employer stated that the overall performance of the plant from inception to till date

is very much below. The Employer stated that the annual installed capacity of the plant is 1.8 million tons p.a. but it has never produced 1.8 million tons pallets from inception till date. The Employer stated that the plant worked only 694 days from May, 2004 to March 2012 i.e. on an average 87 days p.a. and rest of the days it was shut down. The Employer denied the overall case as pleaded by the Workman and prayed for rejection of the complaint filed by the Workman.

8. Thereafter, the Workman filed his re-joinder on 09-02-2016 at Exb. 5. The Workman, by way of his Re-joinder, reiterates and confirms all the submissions and averments made by him in his Claim Statement to be true and correct and denies all the statements and averments made by the Employer in its Written Statement, which are contrary and inconsistent with the statements and averments made by him.

9. Based on the pleadings filed by the respective parties, this court framed the following issues on 29-03-2016 at Exb. 07.

1. Whether the Workman/Party-I proves that the Employer has unilaterally altered his date of birth as 05-11-1957?
2. Whether the Workman/Party-I proves that he has been refused employment w.e.f. 01-12-2015?
3. Whether the Workman/Party-I proves that the action of the Employer/Party II in refusing him employment w.e.f. 01-12-2015 is illegal and unjustified?
4. Whether the Workman/Party I is entitled to any relief?
5. What order? What award?
10. My answers to the aforesaid issues are as under:
 - (a) Issue No. 1 : Does not arise.
 - (b) Issue No. 2 : Does not arise.
 - (c) Issue No. 3 : Does not arise.
 - (d) Issue No. 4 and 5 : As per final order.

I have heard the oral arguments of Ld. Adv. Shri S. Gaonkar appearing for the Workman as well as Ld. Adv. Shri G. K. Sardesai appearing for the Employer.

I have carefully perused the entire records of the present case. I have also carefully considered the oral as well as written submissions made by the respective parties.

11. By interim order dated 14-12-2017, I have already come to the conclusion and held that as the dispute pertaining to the denial of the Employer in rectifying the date of birth of the Workman in its service records has been finally adjudicated by this Labour Court II on its merits, the subsequent complaint filed by the Workman u/s 33-A of the I. D. Act, 1947 on the same set of facts is barred by the principles of res judicata. The issue No. 1 to 3 are therefore answered accordingly. The Workman is therefore not entitled to any relief. The issue No. 4 is therefore answered in the negative.

In view of the above, I proceed to pass the following order:

ORDER

1. It is held that the present complaint filed by the Workman u/s 33-A of the I.D. Act, 1947 is barred by the principles of res judicata.
2. The Workman Shri Prakash Naik is therefore not entitled to any relief.
3. No order as to costs.

Inform the Government accordingly.

Sd/-
(Suresh N. Narulkar),
Presiding Officer,
Labour Court-II.

Notification

No. 28/3/2018-LAB/Part-I/206

The following award passed by the Industrial Tribunal and Labour Court, at Panaji-Goa on 22-02-2018 in reference No. IT/2/17 is hereby published as required by Section 17 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947).

By order and in the name of the Governor of Goa.

A. S. Mahatme, Under Secretary (Labour).

Porvorim, 20th March, 2018.

IN THE INDUSTRIAL TRIBUNAL AND
LABOUR COURT
GOVERNMENT OF GOA
AT PANAJI

(Before Mr. Vincent D'Silva, Hon'ble Presiding Officer)

Ref. No. IT/2/17

Workmen,
Rep. by the President,
Bhartiya Kamgar Sena,
Murari Pandit, H. No. 86/1(85),
Mahalaxmi Residency,
Behind Kala Bhavan,
Sancoale, Goa 403 726 ... Workmen/Party I.

V/s

The Managing Director,
M/s. Sanofi India Limited,
L-121, Phase III,
Verna Industrial Estate,
Verna, Goa 403 722 ... Employer/ Party II.

Workmen/Party I represented by Ld. Adv. Shri P. J. Kamat.

Employer/Party II represented by Ld. Adv. Shri M. S. Bandodkar.

AWARD

(Delivered on this the 22nd day of the month of February of the year 2018)

By Order dated 15-02-2017, bearing No. 28/53/2016-LAB/61, the Government of Goa in exercise of powers conferred by Section 10 (1)(d) of the Industrial Disputes Act, 1947 (for short The Act), has referred the following dispute to this Tribunal for adjudication.

" (1) Whether the action of the management of M/s. Sanofi India Limited, Plot No. L-121, Phase-III, Verna Industrial Estate, Verna, Goa, in not conceding the following demands raised by the President, Bhartiya Kamgar Sena, Murari Pandit, H. No. 86/1 (85), Mahalaxmi Residency, Behind Kala Bhavan, Sancoale, Goa, vide their letter dated 19-08-2014 is legal and justified?

1. Demand No. 1 – Applicability:

The provisions of this settlement shall be applicable only to all permanent workmen who are members of the union and it shall also be applicable to those probationers who could be subsequently absorbed as permanent employees and those employees who becomes the member of the union during the period of settlement.

2. Demand No. 2 – Dearness Allowance:

(a) With effect from 01-04-2014, each workman be paid fixed Dearness Allowance @ 15% of the revised salary.

(b) Various Dearness Allowance:

That w.e.f. 01-04-2014, each workman be paid Variable Dearness Allowance @

Rs. 5/- per point over and above base 3,500 points (AAICPI-1960=100). The Variable Dearness Allowance should be revised once every quarter.

3. Demand No. 3 – Flat Rise:

Each worker by paying each of them a sum of Rs. 5,000/- per month as flat rise over and above the existing basic salary and yearly increment 5% on gross salary.

4. Demand No. 4 – House Rent Allowance:

All the workman should be paid House Rent Allowance of Rs. 2,000/- per month over and above the existing salary. The HRA scale should be implemented again. It should be revised as per settlement date (a) 1st April, 2004 to 30th September, 2007 and (b) 1st October, 2007 to 31st December, 2010.

5. Demand No. 5 – Lunch Allowance:

Each workman be paid Rs. 500/- per month over and above the existing amount and also Canteen subsidy should be merged with Lunch Allowance.

6. Demand No. 6 – Education Allowance:

All the workman should be paid Education Allowance @ Rs. 1,000/- per month.

7. Demand No. 7 – Conveyance Allowance:

Each workman should be paid Rs. 500/- per month as Conveyance Allowance.

8. Demand No. 8 – Medical Allowance:

Each workman should be paid Rs. 1,000/- per month as Medical Allowance.

9. Demand No. 9 – Leave Travel Allowance:

Each workman should be entitled to leave Travel Allowance @ one gross salary once a year.

10. Demand No. 10 – Shift Allowance:

Each workman should be paid Rs. 50/- for 2nd shift and Rs. 100/- for 3rd shift respectively.

11. Demand No. 11 – Shift Time:

In case of two shift working:

- 1st shift time - 08.00 to 16.00 hrs.
- 2nd shift time - 16.00 to 00.00 hrs.

Two times tea breaks in each shift to be given to each workman.

12. Demand No. 12 – Leave Facilities:

Each workman be eligible to the following leave facilities.

- (a) Privilege Leave - 25 days p.a.
- (b) Casual Leave - 15 days p.a.
- (c) Sick Leave - 15 days p.a.
- (d) Paid Holidays - 15 days p.a.
- (e) Special Leave should be granted for chronic illness which is sanctioned by Doctor till the fitness of patient.

13. Demand No. 13 – Over Time:

Should be paid on basic and H.R.A. including tea break and lunch for extended hours and Sunday workings.

14. Demand No. 14 – Loan:

Each unionized worker should be given loan as under:

- (a) Personal Loan - Rs. 3 Lakhs @ 50% subsidy p.a.
- (b) Housing Loan - All the workmen should be provided a Housing Loan as per requirement by the employee @ 50% subsidy p.a.

15. Demand No. 15 – Monsoon Allowance:

An amount of Rs. 1,000/- per annum should be give as Monsoon Allowance to each workman.

16. Demand No. 16 – Bonus:

Each workman should be paid bonus every year @ 20% on basic and H.R.A.

17. Demand No. 17 – Incentives:

All the workmen should be paid 1% of the profit share per annum.

18. Demand No. 18 – Punching Card:

Provision of punching card should be made near the Security Gate.

19. Demand No. 19 – Transport:

Transport should be provided in all shifts free of cost.

20. Demand No. 20 – Maintenance Allowance:

Maintenance Allowance of Rs. 500/- per month should be given to the Technicians who are working in Engineering Department.

21. Demand No. 21 – Service Reward:

Company should give Service Reward to the workmen who complete 5 years, 10 years, 15 years, 20 years. Should be given Rs. 5,000/-, Rs. 10,000/-, Rs. 15,000/-, Rs. 20,000/- respectively.

22. Demand No. 22 – Medical Scheme:

- (a) All the workman who are out of ESI Scheme should be given unlimited amount for treatment for self, spouse and two dependent children upto the age of 25 years.
- (b) Normal day-to-day Medical bills should be claimed after submission of bills amount.

23. Demand No. 23:

Company should give time for union to take meeting in the premises every 3 months.

24. Demand No. 24:

Company should allow short leave or late reporting to all the union members in case of any emergency.

25. Demand No. 25:

Seniority Increment in Basic Salary to the seniors who have completed 10 years, 15 years and above should be given 2 increments, 3 increments respectively.

26. Demand No. 26:

In case of job rotation for any union workers, intimation letter should be given to the workers stating type of work, period with duty signed by union leader, President and the rotated employee.

27. Demand No. 27 – Period of Settlement:

Period of settlement should be 36 months effective from 01-04-2014 to 30-03-2017.

28. Demand No. 28:

The union members who had joined the union in the year 2013 during the tenure of settlement dated 01-01-2011 to 31-03-2014 that issue of 1 year settlement is pending and is to be considered separately.

- (2) If the answer to issue No. (1) above is in the negative, then, what relief the workmen are entitled to?"

2. Upon receipt of the reference, it was registered as IT/02/17 and registered A/D notices were issued to both the parties. Pursuant to service of notices, Party I filed a Claim statement at Exhibit 3 and Party II filed a Written statement at Exhibit 6.

3. In short, the case of the Party I is that the Union vide letter dated 19-08-2014 informed the management of termination of existing settlement at the end of the period and vide same letter submitted a fresh Charter of demands on behalf of the workmen with a request to the company to consider and settle their demands and after having

several meetings and bilateral negotiations by and between the Company and Union, on the matter of Charter of demands, the parties could not arrive at an amicable settlement and thus, the Union approached the Dy. Labour Commissioner and Conciliation Officer, Department of Labour, Government of Goa, Margao, Goa for intervention. The Dy. Labour Commissioner, Margao held joint meetings with the representatives of the management and the representatives of the workmen and though various proposals were exchanged between the parties, there could not be any amicable settlement and therefore, Dy. Labour Commissioner sent failure report to the Government of Goa. The Government of Goa referred the matter for adjudication before the Industrial Tribunal at Panaji, constituted under Section 7-A of the Industrial Disputes Act 1947. Hence, the dispute.

4. In the Written statement, the Party II has claimed that the Charter of demands as mentioned in the schedule of reference and as demanded by Bhartiya Kamgar Sena are absolutely irrational, exorbitant and has been made in contravention of well established principles of industry-cum-region and comparable concerns having regard to existing emoluments paid to the workers. The demands of the Union are unreasonable, unjustified and ought to be rejected, even otherwise no justification has been given by the Union for grant of the said demands.

5. The Party I filed a rejoinder at Exb. 8 denying the case put forth by Party II in the written statement.

6. In the course of the proceedings, the parties filed an application at Exh. 12 colly alongwith a copy of Memorandum of Settlement dated 6-2-2018 under Section 2(p) read with Section 18(1) of the Industrial Disputes Act, 1947 stating that they have arrived at a settlement on the subject matter of the above reference with a prayer to pass a consent award in terms of the said settlement.

7. The Terms of Settlement agreed by and between the parties are as follows:

1. APPLICABILITY:

The provisions of this settlement shall be applicable only to all permanent workmen who are members of the union and were on the rolls of the company on the date of submission of the Charter of demands dated 19-8-2014 (as per the list attached in Annexure A) and no other workmen or employee shall be covered under this settlement. Any confirmed

employee who was part of the Charter of demand dated 19-08-2014 and has resigned from the services of the company or ceased to be in employment for any reason during the term of the settlement will be entitled for an amount proportionate to the period of service during the term of the settlement. They would be paid actual arrears in full and final settlement of all their dues arising out of this settlement. In order to identify such workman an application will be obtained from them. It is further agreed between the parties that the provisions of this settlement, however, shall not be applicable to the workmen employed by any of the contractors or those who are employed as retainer/consultant or casual/ /temporary/part-time workmen for whatsoever job work in whatsoever capacity, they are engaged.

2. BASIC PAY AND FITMENT:

It is agreed that the following pay scale shall apply to all the eligible workmen during the tenure of this settlement i.e. upto 31st March, 2017. The Basic Pay Scale of the workmen shall be 3000-400-5000-425-7125-450-9375-475-11750-500-14250-525-16875-550-19625-575-22500.

It is further agreed between the parties that the following revised Basic pay scale will apply with effect from April 1, 2017 and shall be 3000-550-5750-575-8625-600-11625-625-14750-650-18000-675-21375-700-24875-725-28000.

Each permanent workman on the rolls of the company and who are part of this settlement shall be given an ad-hoc rise in their existing basic pay w.e.f. 1st April, 2014 as follows:

Group	w.e.f. 1st April, 2014	w.e.f. 1st April, 2015	w.e.f. 1st April, 2016
I	Rs. 2485/- p.m.	Rs. 533/- p.m. + yearly increment	Rs. 533/- p.m. + yearly increment.
II	Rs. 2135/- p.m.	Rs. 458/- p.m. + yearly increment	Rs. 458/- p.m. + yearly increment.
III	Rs. 1785/- p.m.	Rs. 383/- p.m. + yearly increment	Rs. 383/- p.m. + yearly increment.

On adding the above amount into the existing Basic Pay & Personal Pay (drawn in March 2014), the basic salary so arrived will be then fitted in the Pay Scale at appropriate level. If

there is no corresponding step in the salary scale the residue amount, if any, due to this fitment will be considered as Personal Pay. It is agreed between the parties that the Personal Pay of the first year i.e. 1-4-14 shall be added to the fitment money of the second year i.e. 1-4-15 and fitted at the respective step in the Scale of Pay and residue amount in the second year shall be taken as personal pay. Similarly the personal pay of second year shall be added to the fitment amount of the third year i.e. 1-4-16 and fitted at the respective step in the scale of pay and the residue amount in the third year shall be taken as Personal Pay. This personal pay shall be considered for calculating all benefits such as Overtime Wages, Provident Fund, Bonus, LTA and Gratuity. Basic scales for new employees taken on Probation/Confirmation will be fitted into Basic scale in respective Grades depending on his qualifications and experience and is paid all allowances in the Grade at the discretion of the management. It is agreed between the parties that if the management associate joins the union of workmen at any time, they shall be given the scale of pay as agreed above in clause 2 and fitted at appropriate step.

3. HOUSE RENT ALLOWANCE:

Each permanent workman on the rolls of the company and who are part of this settlement shall be given a rise in their existing House Rent Allowance w.e.f. 1st April, 2014 as follows:

Group	w.e.f. 1st April, 2014	w.e.f. 1st April, 2015	w.e.f. 1st April, 2016
I	Rs. 1000/- p.m.	200	200.
II	Rs. 900/- p.m.	175	175.
III	Rs. 800/- p.m.	80	80.

House Rent Allowance will attract only contributions towards ESI and overtime benefit in accordance with the prevailing statute. It shall not be considered for the purpose of PF, Bonus, Gratuity and Leave encashment and shall be proportionately deducted in case of unpaid leave/ /unauthorized absence.

4. LUNCH ALLOWANCE:

The prevailing lunch allowance of Rs. 575/- per month in Grade I and Grade II will continue. Employees in Grade III who are covered under this settlement and not having this allowance shall be paid Lunch Allowance Rs. 285/- w.e.f. 1st April, 2014, which will be

revised by Rs. 145/- w.e.f. 1-4-2015 and by Rs. 145/- w.e.f. 1-4-2016. This allowance shall not be considered for purpose of PF, Bonus, Gratuity, Overtime and Leave encashment and shall be proportionately deducted in case of unpaid leave/unauthorized absence. The present system of providing a subsidy of Rs. 12/- per meal will continue, however any further increase in the meal prices will be shared in the proportion of 75:25 between the Management and the employees respectively.

5. EDUCATION ALLOWANCE:

Each permanent workman on the rolls of the company and who are part of this settlement shall be given a rise of Rs. 1,000/- p.m. and Rs. 900/- p.m. in respect of employees in Grade I and Grade II respectively. This allowance will be increased by Rs. 200/- and Rs. 180/- respectively for employees in Grade I and II w.e.f. 1-4-2015 and 1-4-2016 in their existing Education allowance. The Employees in Grade III shall be paid this allowance w.e.f. 1-4-2014 of Rs. 400/- p.m. which will be increased by Rs. 80/- w.e.f. 1-4-2015 & by Rs. 80/- w.e.f. 1-4-2016. This allowance shall not be considered for purpose of PF, Bonus, Gratuity, Overtime and Leave encashment and shall be proportionately deducted in case of unpaid leave/unauthorized absence.

6. CONVEYANCE ALLOWANCE/TRANSPORT ALLOWANCE:

Each permanent workman on the rolls of the company in Grade I and Grade II and who are part of this settlement shall be given a rise of Rs. 485/- and Rs. 325/- respectively w.e.f. 1st April, 2014 in their existing Conveyance allowance. These workmen shall be given further rise of Rs. 133/- and Rs. 107/- respectively w.e.f. 1-4-2015 and 1-4-2016. The Employees in Grade III shall be paid allowance at the rate of Rs. 300/- p.m. w.e.f. 1-4-2014 which will be increased by Rs. 80/- w.e.f. 1-4-2015 and by Rs. 80/- w.e.f. 1-4-2016. Conveyance allowance shall not be considered for purpose of PF, Bonus, Gratuity, Overtime and Leave encashment and shall be proportionately deducted in case of unpaid leave/unauthorized absence.

7. MEDICAL ALLOWANCE:

It is agreed between the parties that the prevailing practice shall continue in respect of this demand.

8. MEDICAL SCHEME:

All such workmen who are exempted from ESIC scheme (as in Clause 7) will be covered under a suitable insurance policy for Medical Hospitalization Reimbursement Policy upto an amount of Rs. 1,00,000/- per financial year for self, spouse and upto 2 dependent children upto 21 years of age. The hospitalization claim shall be directly settled with insurance company and all the terms and conditions as prevalent with the Insurance Company will be applicable. As and when the existing employee is again covered under ESIC scheme in future, whether prospectively or retrospectively, due to amendment in the ESI Act, the hospitalization benefit scheme will cease to be in operation.

9. LEAVE TRAVEL ALLOWANCE:

All permanent employees on the rolls of the company will be paid an amount equivalent of one month Basic Pay and Personal Pay as Leave Travel Allowance. All other conditions for availing LTA will be as per the LTA policy of the company and will remain the same.

10. SHIFT TIMINGS:

It is agreed that the shift timings will be as follows (in case of three shift working):

Shift	Timing	Lunch/Dinner
I	08.00 hrs-16.00 hrs	30 mins.
II	16.00 hrs-00.00hrs	30 mins.
III	00.00 hrs-08.00 hrs	30 mins.
General	09.00 hrs-17.30 hrs	30 mins.

- a) It is also agreed that, as per the prevailing practice and business needs, the company will decide to work in One/Two/Three shifts/ /Extended shift as and when the need arise as per business requirement or due to exigencies of work.
- b) Availability of operators at work place (place of work) at start of shift indicated above i.e. sharp 08.00 hrs for first shift, 16.00 hrs in second shift and 00.00 hrs in third shift.
- c) During two shift operation.
 - i. Machines to start within 10 minutes (i.e. 8:10 am in first shift) latest at beginning of shift.
 - ii. No stoppage during first and second shift transition/handover.
 - iii. Stoppage of machines 15 minutes before end of shift for cleaning purposes (at 11:45 p.m. in second shift).

- iv. If there is no cleaning of machine in each shift that the machines in the first and second shift shall run without stoppage.
- d) Subject to clause 10 (C) above, the operators to follow running handover strictly.
 - i. Operator shall ensure that the machine is not stopped during the shift change and handover the machine in running condition to the next operator/assigned employee.
 - ii. The operator shall ensure that he/she takes the handover prior or sharp at respective shift timings mentioned and notified from time to time.
 - iii. Operator to remain at respective post till other operator/ assigned employee is able to take over charge during shift change.
 - iv. Operators to ensure that at no circumstances machine shall be stopped during the shift change. Similarly, staggering shall be strictly followed during lunch/dinner break.
- e) Maximum number of late comings 3 (three) in a calendar month and maximum late time allowed in such case is upto 10 minutes, after which the employee has to apply for half day, alternatively salary for half day will be deducted. No intimation in this regards, may be given to the concerned operator. The same rule and calculation will hold good for employees leaving the workplace earlier than the designated time.
- f) Any operator punching his attendance card or reporting at place of work after 15 minutes from the start of the shift, the employee has to apply for half day, alternatively salary for half day will be deducted. No intimation in this regards, may be given to the concerned operator. The same rule and calculation will hold good for employees leaving the workplace earlier than the designated time.
- g) Lunch break and dinner break timing of 30 mins. to be strictly followed and necessary staggering should be done.
- h) Shift operating personnel will remain at their posts until he is relieved by his successor or their supervisor is able to make other arrangements for their relieving.
- i) Operators should remain at the work place and may leave workplace for IPC checks or only work related issues with permission of their supervisors.
- j) Subject to Clause 10 (c) above, there will be no stoppage of machines during first, second shift and third shift transition and handover.
- k) Immediate communication in case machine stoppage to be given by the operator to the supervisor or maintenance engineer, to ensure maximum machine utilization and minimize the wastage.
- 11. SHIFT ALLOWANCE:
All confirmed employees working in second shift will be paid a shift allowance of Rs. 25/- per second shift worked and Rs. 50/- in case of third shift. This will not be applicable for extended hours. Rules and regulations for claiming this allowance will be made in accordance with the provisions of the law relating to shift working. This amount will not attract any other benefit such as Provident Fund, Gratuity, Bonus and Overtime payments.
- 12. LEAVE AND PAID HOLIDAYS:
All such workmen who are exempted from ESIC Scheme (as in Clause 7) will be given an additional 2 days of sick leave per calendar year (on pro-rata basis). These leaves will be withdrawn, as and when the employee is again covered under ESIC scheme in future, whether prospectively or retrospectively, due to amendment in the ESI Act. All other terms and conditions with respect to leave and paid holidays as per the prevailing practice and as detailed in the Certified Standing Orders will be applicable.
- 13. OVERTIME
Overtime shall be paid as per the provisions of the Factories Act, 1948 and other relevant statutes. This amount shall not be taken into account for PF, Gratuity, Bonus and Leave encashment. The overtime shall not be refused when asked due to exigencies of work.
- 14. LOAN:
The permanent workmen shall be entitled, from the date of signing of this agreement for a 50% interest subsidy on personal loan of upto Rs. 1,20,000/-. The workman shall satisfy all the terms and conditions attached to the loan. The Company shall reimburse 50% of the interest charged by the bank to the workman in his/her monthly salary. Any rules and regulations made under the loan scheme in future shall be binding on all workmen. Till the loan amount is fully repaid, workmen will not be entitled to any other company loan. Prevalent rules as applicable under Income Tax will be applicable.

15. FESTIVAL ADVANCE:

The permanent workmen shall be entitled to avail festival advance of Rs. 5,000/- per year. The advance will be paid once a year, either for Ganesh Chaturthi, Diwali, Id or Christmas as per request made by the workmen in writing. The advance shall be deducted in 5 equal monthly instalments from the salary of the workmen from the month when the advance is availed.

16. MONSOON ASSISTANCE:

An amount of Rs. 500/- shall be paid as monsoon assistance, every year along with the salary, in the month of May-June.

17. BONUS:

The payment of Bonus shall be as per the provisions of the Payment of Bonus Act, 1965, and rules made thereunder.

18. INSURANCE POLICY:

All workmen would be covered under the Group Personal Accident Insurance Policy. The accident coverage for each workman will be for an amount of Rs. 1,00,000/- (Rupees One lakh only). The coverage will be on a 24-hours basis. The terms and conditions prevailing as per the policy shall be binding.

19. LUMP SUM PAYMENT:

It is agreed that the Company shall pay one time lumpsum amount of Rs. 5,000/- as a settlement signing incentive.

20. GENERAL PROVISIONS:

- a) The Union and the workmen have specifically agreed to implementation of various requirements/procedures under ISO, FDA regulations, GMP, EHS, Factories Act, I.D. Act, 1947 and gowning procedures and other Global/International authorities etc.
- b) This settlement is in full and final settlement of all demands raised by the Union in their Charter of demands dated 19-8-2014 mentioned in the recital of this case above and other demands, which are not specifically dealt with or not pressed in this settlement, shall be treated as settled.
- c) The Union and the workmen individually, Jointly or through any other union or agency, agree not to raise or pursue any dispute in respect of any demands in respect of the workmen covered under this settlement, whether specifically

covered or not pressed or withdrawn in this settlement and further agree not to raise any demand on behalf of these workmen involving any financial burden or otherwise on the company, directly or indirectly, during the currency of this settlement. The Company agrees not to raise or pursue any dispute specifically covered or withdrawn during the currency of this settlement.

- d) In case of a legislation or otherwise, any identical or similar higher benefits as accruing to the workmen under this settlement, are introduced in future by the Government, the Union and the workman, the company shall make good the difference to fall in line with such legislation. The workmen will be entitled to opt for benefits either under this settlement or the legislation in its totality, whichever is more beneficial to them but not both.
- e) Both parties also agree that in case of any individual/group grievances, every effort will be made to resolve it in the first place by mutual discussions between the parties in accordance with the existing grievance procedure, and without either party resorting to any unilateral action. It is also agreed between the parties that in event that they do not arrive at a mutually acceptable solution, both parties will follow constitutional and legally established machinery/methods for the settlement of disputes and shall not resort to any direct and/or agitational methods.
- f) It is in interest of the company and its workmen that the company must sustain and improve its competitive status and earning capacity. For this the union and its workmen agree to co-operate with the Management in all necessary efforts to continue to improve efficiency, productivity, various continuous improvement programmes and elimination of wastage. As a measure of the same it is agreed that workmen or employee shall co-operate and participate in the Lean management/ GMP and different initiatives like + QDCI, VSM (Value Stream Mapping), works committee, or any other taken in this regards.

- g) It is expressly understood by the Union and its workmen that all the prevalent service conditions shall continue to remain unaltered and the union and the workmen agree to abide and follow these conditions for the overall efficiency of the Plant and the Company.
- h) It is understood by the Union and the workmen that any rules and regulations, existing practices, privileges, terms and conditions currently prevailing in the company as a matter of policy or statute which have not been expressly altered as a result of this settlement shall continue to remain in force and the union and its workmen shall abide by the same. Any alteration in the existing policy, rules and regulations, existing practices and privileges or introduction of any new policy, rules and regulations, practices and privileges by the Company during the tenure of this settlement in accordance with the existing law at the time of such alteration/introduction, and which does not prejudice the terms and conditions of this settlement shall be followed by the union and its workmen. Similarly, any statute modified or introduced by the Government during the tenure of this settlement shall be complied with by the company as well as the union and its workmen.
- i) It is understood and agreed upon by the Union and its workmen that usage of Mobile phones in the Production area (Manufacturing and Packaging) and other restricted areas is not permitted. The workmen and all other employees of the company shall strictly abide by the Mobile Policy of the Company.
- j) The Union and the workmen appreciate that it is essential to improve and maintain the competitive status and profitability of the company and reduce the costs as an ongoing exercise. The Union and the Workmen shall continue to adhere to all measures adopted by the company from time to time towards this goal, including the following.
 - i. Introduction of new and/or improved methods and machinery, restructuring, re-allocation or re-organization, flexibility of manpower allocation and method simplification or modification or improvements in various inputs.
 - ii. Both parties agree to carry out modifications, abolition of wasteful practices, introduction of appropriate procedure for effective and maximum utilization of the operating time, and such other methods as may be considered appropriate jointly which will result into work simplification or overall improvement in the efficiency.
 - iii. It is agreed that workmen shall work in any section/department as per the requirement of the company. The Company may also depute workmen in other department/on any other job than currently handled by him for up-gradation of his skill or due to exigencies of work or company requirements.
 - iv. It is agreed that workmen shall adhere to working in shifts as notified from time to time and accepting overtime work as and when it is required. Workmen from the prior shift shall co-operate and continue to work on overtime after his regular duty hours in case of absenteeism or work requirement.
 - v. It is also agreed that safety of the plant, machinery/equipments and personnel is of paramount importance and both the parties shall protect it under all circumstances. The workmen shall ensure at all times wearing of personal protective equipment wherever required as per safety norms required for personal safety.
 - vi. The concerned workmen shall handover proper charge at workplace during the change over from one shift to another. It is also agreed that all workmen will adhere to the shift timings by starting the work on time and not leaving the place of work until and unless he is relieved by the next shift operator.
 - vii. It is agreed that the workmen will adhere to all the rules of the cafeteria/ /canteen including of lifting of self soiled plates and depositing the same in the bin provided in the canteen.
 - viii. It is also agreed that all workmen will attend the training programmes they are nominated for as per the Company's training and development plans.

21. TENURE OF THE SETTLEMENT:

The settlement shall remain effective from 1st April, 2014 to 30th June, 2017 and shall continue to remain in force thereafter until such time it is validly terminated by either of the parties as per the provisions of the Industrial Disputes Act, 1947. It is further agreed that the arrears arising out of this settlement shall be paid to all the workmen who were on the muster roll of the company as on 01-04-2014 and thereafter. The said payment shall be subject to any deductions under the prevailing laws and will be paid within 3 succeeding months from signing of the settlement. Any tax liability arising from any payment or other benefits introduced or revised under this settlement will be as per the Income Tax Act, 1961. It is agreed that this settlement will be taken as final and a copy of this settlement will be made available to all the workmen and a copy will be sent to the Commissioner, Labour and Employment, Government of Goa, Panaji for registration as provided under the provisions of the said Act and that this settlement shall be presented before the Industrial Tribunal, Panaji in Reference No. IT/2/2017 with a prayer to make an Award in Terms of this settlement.

22. It is agreed that with the signing of the settlement all the differences or disputes pending cases/reference related to the Charter of Demands in Reference No. IT/2/17 between the management and the workmen in the Tribunal or with Conciliation authority is deemed to have been settled. It is agreed that no fresh dispute on any issue which is settled under this settlement shall be raised with the management or with any authority under industrial/labour law during the subsistence of this settlement. In view of the above settlement, it is specifically agreed between the parties for the disposal of all the matters mentioned here-in-below that both parties shall file joint application in the Tribunal and/or with the Appropriate authorities and/or with the Conciliation authority that the parties have arrived at amicable settlement on issues in Reference No. IT/02/17, Civil Case No. CLE/MWA-5/2017/3993, and Civil Case No. CLE/MWA-4/2017/3992 and thus the consent award to be given on IT/02/17, Civil Case No. CLE/MWA-5/2017/3993, Civil case No. CLE/MWA-4/2017/3992.

23. That in consideration of the management having agreed to their demands as specified in this settlement, during the period of its operation the workers who are beneficiaries of the settlement and the Union agree that they will not, either jointly or severally, raise/ /support any demand involving any additional financial burden upon the management, or support any move likely to disrupt any of the operations of the Management, which may directly or indirectly cast a financial burden on the company.

24. OTHER CONDITIONS OF SERVICE:

That all other terms and conditions of service, more particularly including all those specified in the letter of appointment of probation/ /confirmation, Certified Standing Orders and existing rules and regulations as the case may be, in the employment of the management not modified in this settlement, will continue unaltered.

25. It is hereby agreed by and between the parties that any technical, legal, arithmetical and typographical error that may have inadvertently crept up in the settlement, will be resolved and rectified mutually and neither party will take undue advantage, if any.
26. In view of the admitted position that the settlement has arrived between the Management and the union represented by the Bhartiya Kamgar Sena, both parties shall, file this settlement before the Industrial Tribunal seeking to pass an Award in terms of settlement for which both parties shall give consent.

8. The above Memorandum of Settlement is signed by Mr. Suryakant Mahadik-President, Dr. Raghunath Kuchik-Gen. Secretary, Mr. Sadanand Parab-Jt. Secretary along with local committee members, Mr. Shankar Pandit-General Secretary, Mr. Rajesh Naik-President, Mr. Mangirish Patil-Vice President, Mr. Navindra Borkar-Treasurer, Mr. Sunil Kadam-Member, Mr. Ajay Phadte - Jt. Treasurer and Adv. P. J. Kamat on behalf of Party I, so also by Shri Magno Fernandes-Director Goa Site, Shri Shailendra Bidye-Head Human Resources, Mrs. Renee Amonkar-Dy. Director, Production, Mr. Sandeep Prabhu-Associate Director, Engineering, Mr. P. Umesh-Associate Director, SCM, Mr. Ajaya Padhi-Head Quality-Operations, Mr. Sathya Balan-Head Production and Mr. Gaurav Mahambre-Assistant Manager, HR on behalf of Party II. I have gone through the settlement terms filed as above, which

in my view, are just and fair and in the interest of the both Workmen/Party I as well as Employer/Party II and hence, the same are accepted.

9. In view of above, I pass the following:

ORDER

- (i) The reference stands disposed of in view of the Memorandum of Settlement filed by both the parties at Exhibit 12 colly.
- (ii) No order as to costs.
- (iii) Inform the Government accordingly.

Sd/-

(Vincent D'Silva),
Presiding Officer,
Industrial Tribunal and
Labour Court.

◆◆◆
Department of Law and Judiciary

Law (Establishment) Division

—
Order

No. 12-20-2017/LD(Estt) 470

On the recommendations of the Selection Committee of the Hon'ble High Court of Bombay, Mumbai, as conveyed vide its letter No. A.5504/2017/4435 dated 11th December, 2017 and with the approval of the Appointing Authority and upon acceptance by the Selected Candidates of the terms and conditions of Appointment as specified vide Memorandum No. 12/20/2017/LD(Estt.)/442 dated 09-03-2018, the Government of Goa in pursuance of Rule 4, read with sub-rule 4(b) of Rule 6 of 'The Goa Judicial Service Rules, 2013' hereby appoints the following selected candidates to the post of Civil Judge Junior Division and Judicial Magistrate First Class (Group A Post), in the pay scale of Rs. 27700-770-33090-920-40450-1080-44770/- and other allowances as admissible under the Rules with effect from the date he/she assumes the charge of the post.

Sr. No.	Name of the Selected Candidate
1)	Teisy Mascarenhas.
2)	Akshata Anand Kale.
3)	Purva Vishnudas Naik.
4)	Anusha Digamber Kaisukar.
5)	Sabino Adrian Braganza.
6)	Pooja Shirish Desai.

The selected candidates at Sr. No. 1 to 6 for the post of Civil Judge Junior Division and Judicial Magistrate First Class (Group A Post) in the State of Goa, has been declared medically fit by the Goa Medical Board and their character and antecedents have been verified in terms of SR 196.

The appointees shall be on probation for a period of two years which may be extended by the Appointing Authority.

By order and in the name of the Governor of Goa.

Anju S. Kerkar, Under Secretary (Estt.).

Porvorim, 15th March, 2018.

—
Order

No. 4-1-2008-LD(Estt)Vol. I/508

Read: Order No. 4-1-2008-LD(Estt.)Vol.I/621 dated 07-05-2012.

Government of Goa is pleased to appoint following Advocates on the existing panel of Advocates of Court of Local Jurisdiction under Food Safety and Standards Act, 2006 (Central Act 34 of 2006) for the conduct of adjudication inquiry before the Adjudicating Officer under the Food Safety and Standards Rules, 2011;

1. Adv. Arun Naik.
2. Adv. Harsha Naik.
3. Adv. Roya L. L. Ferrao.

The fee structure of above advocates will be as per above referred Order.

The expenditure towards the professional fees of the above advocates shall be debited to the Budget Head of Directorate of Food & Drugs Administration, Bambolim-Goa.

By order and in the name of the Governor of Goa.

Anju S. Kerkar, Under Secretary (Law-Estt.).

Porvorim, 19th March, 2018.

◆◆◆
Department of Personnel

—
Order

No. 15/2/2016-PER/788

On the recommendation of the Goa Services Board and approval of the Government, Shri Saiesh Naik, Jt. Mamlatdar-I, Satari shall hold additional charge of Chief Officer, Valpoi Municipal Council

in addition to his own duties, with immediate effect, in public interest thereby relieving Smt. Cynthia F. Mesquita.

Consequently, Smt. Cynthia F. Mesquita shall report to the Directorate of Health Services as Office Superintendent.

By order and in the name of the Governor of Goa.

Harish N. Adconkar, Under Secretary (Personnel-I).
Porvorim, 15th March, 2018.

Order

No. 22/7/2017-PER/794

Read: 1) Order No. 22/12/2007-PER (Part) dated 10-06-2014.

2) Order No. 22/03/2015-PER dated 17-12-2015.

Ex-post facto extension of ad hoc promotion for the interim period is hereby granted in respect of the following Superintendent of Police (Senior Scale Officers of Goa Police Service) for the period mentioned against their names:-

Sr. No.	Name of the officer	Period of ad hoc extension
1.	Shri Umesh Y. Gaonkar	w.e.f. 10-06-2015 to 26-05-2017.
2.	Shri Rohidas Patre	w.e.f. 17-12-2016 to 26-05-2017.
3.	Shri Mohan S. Naik	w.e.f. 17-12-2016 to 26-05-2017.

This issues with the approval of Goa Public Service Commission conveyed vide their letter No. COM/II/11/37(2)/2015/1545 dated 12-03-2018.

By order and in the name of the Governor of Goa.

Shashank V. Thakur, Under Secretary (Personnel-II).
Porvorim, 15th March, 2018.

Order

No. 22/8/2005-PER/822

Governor of Goa is pleased to order the transfer on deputation of Shri Vishram U. Borkar, Commandant IRBn, Altinho, Panaji, and post him as ADC to Hon'ble Governor of Goa with immediate effect, in public interest.

The charges of Shri Vishram U. Borkar, Commandant IRBn shall be looked after by the link officer, until further order.

The deputation of Shri Vishram U. Borkar, as ADC shall be governed by standard terms of deputation as contained in this Department's Office Memorandum No. 13/4/74-PER dated 12-02-1999 and as amended.

By order and in the name of the Governor of Goa.

Shashank V. Thakur, Under Secretary (Personnel-II).
Porvorim, 19th March, 2018.

Order

No. 13/15/2016-PER/823

Whereas, the Government vide Order No. 13/15/2016-PER dated 29-12-2017 was pleased to grant extension in services to Shri Gajanan P. Bhat, Dy. Director of Education officiating as Director of Education, Directorate of Education for a period of one year w.e.f. 01-01-2018 to 31-12-2018 subject to Vigilance Clearance, concurrence of Finance Department and approval of Cabinet;

And whereas, the Vigilance Department has now submitted Vigilance Clearance stating that no Disciplinary Proceedings/Vigilance cases are pending or being contemplated against Shri Bhat;

And whereas, the Finance Department vide its U.O. No. 1400045537 dated 08-01-2018 has concurred the proposal for grant of extension of Shri Bhat subject to Cabinet approval and adherence of all Rules in force;

And whereas, the Council of Ministers in its XXVIIIth meeting held on 14-02-2018 has approved to grant ex-post facto approval for extension in service beyond superannuation to Shri Gajanan P. Bhat, Dy. Director of Education officiating as Director of Education, Directorate of Education for a period of one year w.e.f. 01-01-2018 to 31-12-2018.

Now, therefore, the Government is pleased to grant extension in service beyond superannuation to Shri Gajanan P. Bhat, Dy. Director of Education officiating as Director of Education, Directorate of Education for a period of one year w.e.f. 01-01-2018 to 31-12-2018.

By order and in the name of the Governor of Goa.

Shashank V. Thakur, Under Secretary (Personnel-II).
Porvorim, 19th March, 2018.

Memorandum

No. 6/4/2016-PER/861

Read: (1) Memorandum No. 6/15/2017-PER/2881 dated 22-09-2017.
 (2) Memorandum No. 6/6/2011-PER/2880 dated 22-09-2017.
 (3) Memorandum No. 6/4/2016-PER/2094 dated 28-06-2016.
 (4) Memorandum No. 6/4/2016-PER/3257 dated 24-10-2017.

The final seniority of Senior Administrative Grade, Selection Grade and Junior Administrative Grade have been finalized vide office Memorandum read at Serial No. 1 to 3 in preamble.

Further, final seniority of Senior Scale Officers was last finalized vide Memorandum cited at Sr. No. 4 in the preamble wherein the seniority of officers upto Sr. No. 34 was finalized.

Thereafter, some of the Senior Scale Officers have been promoted/included in seniority list of higher grades and officers from Sr. No. 35 onwards have been promoted to Senior Scale.

Consequent to above, tentative seniority of Senior Scale Officers from Sr. No. 35 is drawn as follows.

Sr. No.	Name of the Officer	Date of Birth	Date of Appointment in Junior Scale	Date of Appointment in Senior Scale	Remarks
1	2	3	4	5	6
1.	Shri Melvyn Vaz	09-03-1966	09-01-1998	29-07-2005	Seniority finalized vide Memorandum dated 24-10-2017.
2.	Shri Gopal Parsekar	04-02-1965	17-04-2000	09-12-2016	Seniority finalized vide Memorandum dated 24-10-2017.
3.	Shri Gurudas P. Pilarnekar	06-11-1964	11-04-2003	09-12-2016	Seniority finalized vide Memorandum dated 24-10-2017.
4.	Smt. Shabari Manjrekar @ Ruhi Redkar	09-12-1964	12-09-2006	09-12-2016	-do-
5.	Shri Meghanath P. Porob	13-05-1968	11-04-2003	10-04-2017	-do-
6.	Shri Venancio Furtado	18-05-1966	12-09-2006	09-12-2016	-do-
7.	Shri Narayan V. Prabhudessai	26-06-1962	12-09-2006	09-12-2016	-do-
8.	Shri Agnelo A. J. Fernandes	03-11-1963	12-09-2006	10-04-2017	-do-
9.	Shri Derrik P. Neto	19-03-1967	12-09-2006	09-12-2016	-do-
10.	Shri Srinet N. Kotwale	13-05-1979	25-07-2003	10-04-2017	-do-
11.	Shri K. V. Signapurker	15-10-1957	12-09-2006	09-12-2016	Retired
12.	Smt. Pushpalata R. Arlekar	24-03-1958	12-09-2006	09-12-2016	-do-
13.	Shri V. P. Dangui	27-09-1973	12-09-2006	09-12-2016	-do-
14.	Shri Dipak M. Bandekar	12-03-1967	12-09-2006	09-12-2016	-do-
15.	Shri Vikas S. N. Gaunekar	21-08-1967	12-09-2006	09-12-2016	-do-
16.	Smt. Deepali D. Naik	18-07-1968	12-09-2006	09-12-2016	-do-
17.	Shri Raju V. Gawas	25-12-1969	12-09-2006	09-12-2016	-do-
18.	Shri Anthony J. S'Souza	08-01-1973	12-09-2006	09-12-2016	-do-
19.	Smt. Sandhya S. Kamat	15-07-1965	12-09-2006	09-12-2016	-do-
20.	Shri Damodar S. Morajkar	22-03-1967	12-09-2006	10-04-2017	-do-
21.	Smt. Meena H. Naik Goltekar	25-06-1962	12-09-2006	09-12-2016	-do-

1	2	3	4	5	6
22.	Smt. Laura Britto e Madre Deus	28-05-1964	12-09-2006	09-12-2016	-do-
23.	Smt. Irene Vitoria Sequeira	12-04-1962	12-09-2006	09-12-2016	-do-
24.	Shri Vassudev N. Shetye	06-09-1971	12-09-2006	09-12-2016	-do-
25.	Shri Rajendra D. Mirajkar	08-11-1964	12-09-2006	09-12-2016	-do-
26.	Shri R. K. Satardekar	12-07-1969	12-09-2006	09-12-2016	-do-
27.	Shri Shamsunder Y. Parab	04-08-1958	12-09-2006	09-12-2016	-do-
28.	Smt. Sneha S. Morajkar	21-09-1961	12-09-2006	09-12-2016	-do-
29.	Shri Pravin M. S. Barad	20-05-1963	12-09-2006	09-12-2016	-do-
30.	Shri Ashok V. Rane	13-07-1961	12-09-2006	09-12-2016	-do-
31.	Smt. Upasana Mazgaonkar	01-07-1971	12-09-2006	09-12-2016	-do-
32.	Shri Sabaji P. Shetye	26-07-1959	12-09-2006	09-12-2016	-do-
33.	Shri Sanjeev C. Gauns Dessai	14-06-1970	12-09-2006	09-12-2016	-do-
34.	Shri R. K. Halarnkar	08-01-1958	12-09-2006	09-12-2016	Retired
35.	Kum. Biju R. Naik	12-02-1971	29-08-2011	04-07-2017	
36.	Shri Mahesh Corjuekar	10-01-1961	29-08-2011	04-07-2017	
37.	Shri Johnson B. Fernandes	25-05-1974	29-08-2011	04-07-2017	
38.	Shri Umeshchandra L. Joshi	13-11-1961	29-08-2011	04-07-2017	
39.	Shri Surendra F. Naik	18-09-1972	29-08-2011	04-07-2017	
40.	Shri Ajit Panchwadkar	22-09-1967	29-08-2011	04-07-2017	
41.	Shri Agnelo Fernandes	19-11-1968	29-08-2011	04-07-2017	
42.	Shri Dashrath Redkar	04-10-1966	29-08-2011	04-07-2017	
43.	Shri Narayan Gad	23-07-1968	29-08-2011	04-07-2017	
44.	Shri Ajit Pawaskar	13-09-1963	29-08-2011	04-07-2017	
45.	Shri Devidas S. Gaonkar	15-05-1967	29-08-2011	04-07-2017	
46.	Shri Pandharinath N. Naik	13-06-1959	29-08-2011	04-07-2017	
47.	Smt. Siddhi T. Halarnkar	18-05-1977	29-08-2011	04-07-2017	
48.	Shri Snehal P. Naik Goltekar	20-09-1974	29-08-2011	04-07-2017	
49.	Shri Vinayak P. Volvoikar	25-02-1971	29-08-2011	04-07-2017	
50.	Smt. Meghana V. Shetgaonkar	06-08-1978	29-08-2011	04-07-2017	
51.	Smt. Darshana S. Narulkar	29-08-1977	29-08-2011	04-07-2017	
52.	Smt. Florina S. Colaco	25-03-1978	29-08-2011	04-07-2017	
53.	Shri Ashutosh R. Apte	08-05-1978	29-08-2011	04-07-2017	
54.	Shri Parag M. Nagarcenkar	05-11-1969	29-08-2011	11-10-2017	

All Senior Scale Officers of Goa Civil Service from Sr. No. 35 onwards are requested to scrutinize the list and in case of any objection as regards to seniority assigned, they shall intimate in writing to the undersigned on or before 06-04-2018. Objections received thereafter shall not be entertained.

The above seniority list shall be subject to the outcome of Civil Appeal No. 9587-9590 and 9591-9594/2016, including any appeal/SLP to be filed by the State Government before the Hon'ble Supreme Court against the order dated 22-07-2016 in Writ Petition No. 397/2015, 451/2015, 482/2015 & 663/2015 filed in Hon'ble High Court of Judicature, Goa Bench, Panaji.

*The seniority list shall also be subject to the decision of the Government as per the order of Hon'ble High Court dated 12-04-2017 in WP No. 1089/2016.

By order and in the name of the Governor of Goa.

Harish N. Adconkar, Under Secretary (Personnel-I).

Porvorim, 20th March, 2018.

Corrigendum

No. 7/21/2017-PER/901

Read: Notification No. 7/21/2017-PER dated 09-03-2018.

The name of IAS Officer mentioned at Sr. No. 3 in the Order read in the preamble may be read as "Shri W. V. R. Murthy, IAS" instead of "Shri W. V. Ramanmurthy, IAS".

At Sr. No. 14, in column No. 3, the following shall be added as point No. 3 against the name of Smt. Isha Khosla, IAS (AGMUT: 2011) Special Secretary (Budget).

"PPP Cell"

Other contents of the Order remains unchanged.

By order and in the name of the Governor of Goa.

Harish N. Adconkar, Under Secretary (Personnel-I).
Porvorim, 21st March, 2018.

Department of Planning

Directorate of Planning, Statistics & Evaluation

Order

No. DPSE/ADMN/DEL-POW/2016/3030

Read: Office Memorandum No. 12/4/2005-DPC dated 16-03-2005.

Dr. Y. Durga Prasad, Joint Director who is holding additional charge in the capacity of the Director and Head of Department shall function as the Public Grievance Officer of this Directorate of Planning, Statistics & Evaluation, Porvorim.

This issues with the approval of the Government U.O. 526/F dated 15-2-2018.

By order and in the name of the Governor of Goa.

Sanjay Goel, Under Secretary (Planning).
Porvorim, 19th March, 2018.

Notification

No. DPSE/ADMN/DEL-POW/2016/3035

In supersession of earlier Notification No. DPSE/I/ADMN/RIA/07/1156 dated 1156 are hereby appointed as First Appellate, PIO's and APIO's under the Right to Information Act, 2005:

Sr. No.	Name & the contact details of the Officers	Designated Authority under RTI Act, 2005	Remarks
1.	Dr. Y. Durga Prasad, Jt. Director (ADM). Ph. 0832-2417445/ /Fax: 0832-2417443 Email: dir-dpse.goa@nic.in	First Appellate Authority	For all matters of the Department in the capacity of addl. charge of Director and Chief Registrar of Births & Deaths.
2.	Shri V. B. Saxena, Jt. Director (RBD). Ph. 0832-2417436/Fax: 0832-2417443 Email: jtdir2-dpse.goa@nic.in	Public Information Officer-I	For all matters relating to registration of Births & Deaths in the capacity of addl. Chief Registrar of Births & Deaths.
3.	Shri Premanand S. Naik, Research Assistant. Ph. 0832-2417442/Fax: 0832-2417443 Email: rbd2-dpse.goa@nic.in	Assistant Public Information Officer-I	For all matters relating to registration of Births & Deaths.
4.	Shri Tolentino T. Furtado, Statistical Officer. Ph. 0832-2417438/Fax: 0832-2417437 Email: planning-dpse.goa@nic.in	Public Information Officer-II	For all other matters.
5.	Kum. Neumani M. Rodrigues, Statistical Officer. Ph. 0832-2417437/Fax: 0832-2417437 Email: cord-dpse.goa@nic.in	Assistant Public Information Officer-II	For all other matters.

This issues with the approval of the Government U.O. 526/F dated 15-2-2018.

By order and in the name of the Governor of Goa.

Sanjay Goel, Secretary (Planning).
Porvorim, 16th March, 2018.

Department of Public Health

Order

No. 6/10/2002-III/PHD/683

Read: Memorandum No. 6/10/2002-III/PHD dated 10-01-2018.

On the recommendation of the Goa Public Service Commission as conveyed vide their letter No. COM/I/35(2)/2013/907 dated 13-10-2017, Government is pleased to appoint Shri Roderick Vincent Monteiro to the post of "Clinical Psychologist (Group 'A' Gazetted) under the Institute of Psychiatry & Human Behaviour, Bambolim, on temporary basis in the Pay Scale of Pay Band L11 (revised) [₹ 15,600-39,100+GP 6,600 (pre-revised)] with immediate effect and as per the terms and conditions contained in the Memorandum cited above.

Shri Roderick Vincent Monteiro, shall be on probation for a period of two years.

Shri Roderick Vincent Monteiro has been declared medically fit by the Medical Board and his character and antecedents have been verified by the Additional Collector & ADM, North Goa vide letter No. 2/11/2013-MAG/VCA/826 dated 28-02-2018 and there is nothing adverse recorded against him.

As approved by the Government, Shri Roderick Vincent Monteiro shall draw his pay and allowances against the vacant post of Associate Professor in Clinical Psychology in the Institute of Psychiatry & Human Behaviour created vide Order No. 6/6/2009-III/PHD dated 12-07-2016 until further orders.

By order and in the name of the Governor of Goa.

Trupti B. Manerkar, Under Secretary (Health).

Porvorim, 14th March, 2018.

Order

No. 45/4/2008-I/PHD/808

On the recommendation of the Goa Public Service Commission as conveyed vide their letter No. COM/II/11/24(2)/2017/1086 dated 26-2-2018, Government is pleased to promote the following Health Officers to the post of Chief Medical Officers under Directorate of Health Services, on regular basis in Level-10 of Pay Matrix of the 7th Pay Commission [(Pay Band-3, Rs. 15,600-39,100 with

Grade Pay of Rs. 5,400/- (pre-revised)] and other allowances to be fixed as per rules, with immediate effect.

1. Dr. Maximiano De Sa.
2. Dr. Vandana Dhume @ Gaunekar.
3. Dr. Vikas Kuvelkar.
4. Dr. Rupa Naik.
5. Dr. Chandrakant Parab.
6. Dr. Anant Palekar.
7. Dr. Surekha Parulekar.
8. Dr. Doreen Noronha.

Consequent upon their promotion, they are posted at the places indicated against their names:-

Sr. No.	Name of doctor	Place of posting
1.	Dr. Maximiano De Sa	T. B. Control Programme, Panaji.
2.	Dr. Vandana Dhume @ Gaunekar	State Family Welfare Bureau, Panaji.
3.	Dr. Vikas Kuvelkar	T. B. Hospital, Margao.
4.	Dr. Rupa Naik	Non Communicable Disease Control Programme (NCDPC), Panaji.
5.	Dr. Chandrakant Parab	National Leprosy Eradication Programme, Panaji.
6.	Dr. Anant Palekar	National Vector Borne Disease Control Programme, Panaji.
7.	Dr. Surekha Parulekar	District Immunisation Programme, Panaji.
8.	Dr. Doreen Noronha	STD Control Programme, Panaji.

By order and in the name of the Governor of Goa.

Maria Seomara De Souza, Under Secretary (Health-II).

Porvorim, 21st March, 2018.

Order

No. 44/21/2017-I/PHD/Part I/809

On the recommendation of Goa Public Service Commission conveyed vide their letter No. COM/II/12/24(13)/2017/1083 dated 26-02-2018, the Government is pleased to declare satisfactorily completion of probation period as well as confirmation of Dr. Deelip P. Kerkar, Junior Gynaecologist under Directorate of Health Services as having satisfactorily completed his probation

period of two years with effect from 14-08-2009 to 13-08-2011 and also to confirm him in the post of Junior Gynaecologist under Directorate of Health Services.

By order and in the name of the Governor of Goa.

Maria Seomara De Souza, Under Secretary (Health).

Porvorim, 22nd March, 2018.

Notification

No. 9/01/2018-III/PHD/699

Read: Notification No. 9/11/88-III/PHD(Vol.II) dated 09-05-2014.

In exercise of the powers conferred by sub-section (1) of Section 4 of the Mental Health Act, 1987 (Central Act 14 of 1987) read with Rule 3 and 5 of the State Mental Health Rules, 1990, the Government of Goa hereby establishes the Goa State Mental Health Authority consisting of the following members namely:-

- | | | |
|--|---|--|
| 1. Secretary (Health) | — | Chairman. |
| 2. Addl. Secretary (Health)/
Joint Secretary (Health) | — | Official
Member. |
| 3. Director of Health
Services | — | Official
Member. |
| 4. Medical Superintendent,
IPHB | — | Official
Member &
Member
Secretary. |
| 5. Dr. Avinash Govind
Kamat Dhakankar | — | Non-Official
Member. |
| 6. Ms. Shweta Savaikar | — | Non-Official
Member |
| 7. Dr. B. S. Cuncoienear | — | Non-Official
Member. |
| 8. Dr. V. N. Jindal | — | Invitees. |
| 9. Adv. Shri Babuso
Gaonkar | — | Invitees. |
| 10. Dr. Nandita D'Souza | — | Invitees. |

The appointment of Ms. Shweta Savaikar, Lecturer in Clinical Psychology, GMC shall be in relaxation being a Government Officer.

This issues in supersession of Government Notification No. 9/11/88-III/PHD(Vol. II) dated 09-05-2014 referred above.

By order and in the name of the Governor of Goa.

Trupti B. Manerkar, Under Secretary (Health).

Porvorim, 13th March, 2018.

Department of Revenue

Notification

No. 22/21/2017-RD(Part-I)/545

In pursuance of Clause 5 of the Goa Compensation to the Project Affected Persons and Vesting of Land in the Government Act, 2017 (Goa Act 16 of 2017), the Government is pleased to appoint Secretary (Revenue) as the Project Affected Persons Disputes Redressal Authority for the purpose of the said Act.

By order and in the name of the Governor of Goa.

Sudin A. Natu, Under Secretary (Revenue-I).

Porvorim, 19th March, 2018.

Department of Town & Country Planning

Notification

No. 21/1/TCP/2018/684

In exercise of the powers conferred by sub-section (6) of Section 49 of the Goa, Daman and Diu Town and Country Planning Act, 1974 (Act No. 21 of 1975), I, Shri Rajesh J. Naik, the Chief Town Planner (Planning), hereby authorise the officers specified in column (2) of the Table below, having jurisdiction in respect of the Talukas specified in the corresponding entries in column (3) of the said Table for the purpose of said sub-section (6) of Section 49 of the said Act, with immediate effect.

TABLE

Sr. No.	Designation of the officer	Taluka
1	2	3
1)	Town Planner/Deputy Town Planner	Pernem.
2)	Town Planner/Deputy Town Planner	Bicholim and Satari.
3)	Senior Town Planner/Town Planner/Deputy Town Planner	Bardez.
4)	Town Planner/Deputy Town Planner	Tiswadi.
5)	Town Planner/Deputy Town Planner	Ponda.
6)	Town Planner/Deputy Town Planner	Mormugao.

1	2	3
7)	Senior Town Planner/Town Planner/Deputy Town Planner	Salcete.
8)	Town Planner/Deputy Town Planner	Quepem, Sanguem and Dharbandora.
9)	Town Planner/Deputy Town Planner	Canacona.

Rajesh J. Naik, Chief Town Planner (Planning).
Panaji, 27th March, 2018.

Government Printing Press

Subscription Rates

Notice

The subscribers to the Official Gazette are kindly reminded that their present subscription term ends on the 31st March, 2018, being the end of financial year.

In case they wish to continue to be subscribers for the ensuing financial year 2018-2019 they have to renew their subscriptions from 1st April, 2018.

Subscriptions also can be opened for half year i.e. from 1st April or 1st October or for any quarter, beginning on 1st April, 1st July, 1st October or 1st January.

Renewal of subscription from 1st April should be effected on or before 31st March, 2018 in order to avoid interruption in the despatch of copies of the Gazette. It should be noted that, in case the subscription is not opened/renewed before the commencement of the period to which it refers, the subscribers will be entitled to receive copies of the Gazette only from the date the subscription is actually opened/renewed.

Official Gazette is now available through e-mail for an annual subscription of Rs. 200/- (Rupees two hundred only).

The subscription charges are accepted either in cash, postal order, demand draft or cheques (subject to clearance) drawn only on State Bank of India, Panaji, in favour of the Director, Printing and Stationery, Panaji-Goa.

SUBSCRIPTION RATES

(Within the Union of India)

	All 3 Series	Series I	Series II	Series III
	Rs. P.	Rs. P.	Rs. P.	Rs. P.
For any quarter	900.00	460.00	350.00	175.00
(Postage)	60.00	15.00	15.00	15.00
For half year	1750.00	920.00	700.00	350.00
(Postage)	60.00	30.00	30.00	30.00
For any period exceeding 6 months up to one year...	3450.00	1840.00	1400.00	700.00
(Postage)	110.00	60.00	60.00	60.00

www.goaprintingpress.gov.in

Published and Printed by the Director, Printing & Stationery,
Government Printing Press,
Mahatma Gandhi Road, Panaji-Goa 403 001.

PRICE—Rs. 30.00

PRINTED AT THE GOVERNMENT PRINTING PRESS, PANAJI-GOA—449/200-3/2018.